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PRETORIA, 22 JANUARY 1993
JANUARIE 1993

No. 14533

GOVERNMENT NOTICES

DEPARTMENT OF FINANCE

No. 82 22 January 1993

KWAZULU AND NATAL JOINT SERVICES ACT, 1990
(ACT No. 84 OF 1990)

AMENDMENT OF THE MANNER OF PAYMENT OF
REGIONAL SERVICES AND REGIONAL ESTABLISHMENT LEVIES TO JOINT SERVICES BOARDS

I, Derek Lyle Keys, Minister of Finance and of Trade and Industry, under the powers vested in me in section 16 (2) (g) of the KwaZulu and Natal Joint Services Act, 1990 (Act No. 84 of 1990), as amended by the Taxation Laws Amendment Bill, 1992 (Act No. 136 of 1992), approve that the joint services boards in Natal may upon written application by an employer or person and subject to such conditions as the board may determine, allow the employer or person to pay the total amount of levies for which he is liable, within 20 days after the end of every period of a year or such shorter period as the board may determine.

D. L. KEYS,

Minister of Finance and of Trade and Industry.

No. 89 22 January 1993

The Department of Finance announces hereby that transfer documents for registration in respect of the undermentioned Republic of South Africa Internal Registered Stocks must be lodged with the Office of this Department at 301 Abattoir House, 50 Hamilton Street, Arcadia, Pretoria, **not later than 29 January 1993** to qualify for the interest payment on 28 February 1993.

84436—1

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN FINANSIES

No. 82 22 Januarie 1993

WET OP GESAMENTLIKE DIENSTE VIR KWAZULU
EN NATAL, 1990 (Wet No. 84 VAN 1990)

WYSIGING VAN WYSE VAN BETALING VAN
STREEKSDIENSTE- EN STREEKVESTIGINGS-
HEFFINGS AAN GESAMENTLIKE DIENSTERADE

Ek, Derek Lyle Keys, Minister van Finansies en van Handel en Nywerheid, kragtens die bevoegdheid aan my verleen in artikel 16 (2) (g) van die Wet op Gesamentlike Dienste vir KwaZulu en Natal, 1990 (Wet No. 84 van 1990), soos gewysig deur die Wysigingswetsontwerp op Belastingwette, 1992 (Wet No. 136 van 1992), keur goed dat die gesamentlike diensterade in Natal by skriftelike aansoek deur 'n werkgewer of persoon en onderworpe aan sodanige voorwaardes wat die raad bepaal, die werkgewer of persoon mag toelaat om die totale bedrag van die heffings waarvoor hy aanspreeklik is, binne 20 dae na die einde van elke tydperk van 'n jaar of sodanige korter tydperk wat die raad bepaal, mag betaal.

D. L. KEYS,

Minister van Finansies en van Handel en Nywerheid.

No. 89 22 Januarie 1993

Die Departement van Finansies maak hiermee bekend dat oordragdokumente vir registrasie ten opsigte van die ondergemelde Republiek van Suid-Afrika Binnelandse Geregistreerde Effekte **nie later nie as 29 Januarie 1993** by die Departement se kantoor te Abattoirhuis 301, Hamiltonstraat 50, Arcadia, Pretoria, ingelewer moet word ten einde vir die rentebetaling op 28 Februarie 1993 te kwalifiseer.

14533—1

The registration of transfer documents thus handed in will be finalised on 8 February 1993 whereafter the registers will be closed until the date of the interest payment.

Internal Registered Stock, 12,00 Per Cent 2004/5/6 (R150).

Internal Registered Stock, 13,00 Per Cent 2009/10/11 (R153).

Internal Registered Stock, 14,00 Per Cent 1994 (R140).

Internal Registered Stock, 14,00 Per Cent 1996 (R141).

DEPARTMENT OF HOME AFFAIRS

No. 84

22 January 1993

ALTERATION OF FORENAMES IN TERMS OF SECTION 24 OF THE BIRTHS AND DEATH REGISTRATION ACT, 1992 (ACT No. 51 OF 1992)

The Director-General has in respect of the following persons approved the alteration of their forenames to the forenames printed in *italics*:

1. Marie Lettie Damon—461101 0177 08 7—117 Sullivan Street—Steenberg—*Marwieya*.
2. Rukshana Mahomed—611107 0119 08 5—P.O. Box 3497, Brits—*Raheema*.
3. Jan Solomons—670215 5153 08 9—6 Lilly Street, Wellington—*John*.
4. Joseph Abrahams—361217 5059 08 7—11 Japhta Street, Gelvandale, Port Elizabeth—*Yusuf*.
5. Henry John Mack—350909 5074 08 1—P4 Kiewiet Street, Amstelhof, Paarl—*Abduraghmaan*.
6. Phillipus Jeremias Nel—540509 5022 08 9—208 Graypark Road, Bluff, Durban—*Phillip Jeremias*.
7. Shan Lucrecia Shareen Gertrude Fuhri—581221 0069 08 7—15 Warelane, Wembly, Pietermaritzburg—*Shani Lucrecia*.
8. Eugene Alexander Wing-You—530113 5150 08 1—26 Lever Street, Walmer Estate, Woodstock—*Ebrahim*.
9. Gamat Noor Daniels—471219 5128 08 3—SA Lambert Place, Hanover Park, Athlone—*Moegamat Noor*.
10. Khudeija Mohamed Ismail Bhyat—670727 0030 08 7—P.O. Box 25031, Ferreirastown—*Khudeija*.
11. Volker Richter—440930 5008 08 7—6 Well Place, Albermarle Extension 2, Germiston—*Volker Franz*.
12. Antonie Christiaan Frederick Oosthuysen—561210 0014 08 0—P.O. Box 160, Hekpoort—*Toni*.
13. Nazira Osman Suliman—640213 0039 08 6—P.O. Box 706, Pietersburg—*Nazira*.
14. Chantal Smith—721019 0152 08 0—16B Gras Street, Bonteheuwel—*Shamiela*.

Die registrasie van oordragdokumente aldus ingehandig sal op 8 Februarie 1993 gefinaliseer word waarna die registers tot die dag van rentebetaling gesluit sal wees.

Binnelandse Geregistreerde Effekte, 12,00 Persent, 2004/5/6 (R150).

Binnelandse Geregistreerde Effekte, 13,00 Persent, 2009/10/11 (R153).

Binnelandse Geregistreerde Effekte, 14,00 Persent 1994 (R140).

Binnelandse Geregistreerde Effekte, 14,00 Persent, 1996 (R141).

DEPARTEMENT VAN BINNELANDSE SAKE

No. 84

22 Januarie 1993

VOORNAAMSVERANDERING INGEVOLGE ARTIKEL 24 VAN DIE WET OP REGISTRASIE VAN GEBOORTES EN STERFTES 1992 (WET No. 51 VAN 1992)

Die Direkteur-generaal het ten opsigte van die volgende persone die verandering van hul voorname na die voorname in kursief gedruk, goedgekeur:

1. Marie Lettie Damon—461101 0177 08 7—Sullivanstraat 117, Steenberg—*Marwieya*.
2. Rukshana Mahomed—611107 0119 08 5—Posbus 3497, Brits—*Raheema*.
3. Jan Solomons—670215 5153 08 9—Lillystraat 6, Wellington—*John*.
4. Joseph Abrahams—361217 5059 08 7—Japhtastraat 11, Gelvandale, Port Elizabeth—*Yusuf*.
5. Henry John Mack—350909 5074 08 1—Kiewietstraat P4, Amstelhof, Paarl—*Abduraghmaan*.
6. Phillipus Jeremias Nel—540509 5022 08 9—Grayparkweg 208, Bluff, Durban—*Phillip Jeremias*.
7. Shan Lucrecia Shareen Gertrude Fuhri—581221 0069 08 7—Waresteeg 15, Wembly, Pietermaritzburg—*Shani Lucrecia*.
8. Eugene Alexander Wing-You—530113 5150 08 1—Leverstraat 26, Walmerlandgoed, Woodstock—*Ebrahim*.
9. Gamat Noor Daniels—471219 5128 08 3—S A Lambert Place, Hanover Park, Athlone—*Moegamat Noor*.
10. Kudeija Mohamed Ismail Bhyat—670727 0030 08 7—Posbus 25031, Ferreiraasdorp—*Khudeija*.
11. Volker Richter—440930 5008 08 7—Well Place 6, Albermarle-uitbreiding 2, Germiston—*Volker Franz*.
12. Antonie Christiaan Frederick Oosthuysen—561210 0014 08 0—Posbus 160, Hekpoort—*Toni*.
13. Nazira Osman Suliman—640213 0039 08 6—Posbus 706, Pietersburg—*Nazira*.
14. Chantal Smith—721019 0152 08 0—Grasstraat 16B, Bonteheuwel—*Shamiela*.

15. Barnese Lynette Moosa—680123 0209 08 7—P.O. Box 66386, Broadway, Johannesburg—**Rabia Bibi.**
16. Michael John Wynne Allen—371101 5006 08 2—P.O. Box 10165, Marine Parade—**Reef Michael.**
17. Julaha Bebe Setaro—430216 0399 08 1—A15 Villa Alto Douro, Berg Street, Jeppestown—**Julie.**

15. Barnese Lynette Moosa—680123 0209 08 7—Posbus 66386, Broadway, Johannesburg—**Rabia Bibi.**
16. Michael John Wynne Allen—371101 5006 08 2—Posbus 10165, Marine Parade—**Reef Michael.**
17. Julaha Bebe Setaro—430216 0399 08 1—Villa Alto Douro A15, Bergstraat, Jeppestown—**Julie.**

DEPARTMENT OF MANPOWER

No. 95

22 January 1993

MACHINERY AND OCCUPATIONAL SAFETY ACT, 1983 (ACT No. 6 OF 1983)

The Advisory Council for Occupational Safety hereby makes known that, with the approval of the Minister of Manpower, a technical committee has been established in terms of section 8 of the Act.

This committee was established specifically to conduct an investigation into and make recommendations to the Advisory Council for Occupational Safety on the development of a set of regulations which provides for the safety of employees in the railway infrastructure.

The members of the technical committee are:

1. Brian Alfred French (Chairman):
Department of Manpower.
2. William Basson:
Chamber of Mines.
3. Johan de Villiers:
Spoornet Limited.
4. Charles E. Erasmus:
Rail Commuter Corporation Ltd.
5. Philip le Roux:
Isco Limited.
6. Derrick Mncindisi Simoko:
SA Railway and Harbours Workers' Union.
7. J. J. H. van den Berg:
Sasol II, Secunda.

Any comment or representations to the committee must be submitted in writing within 90 days from the date of publication of this notice to the Director-General, Manpower, Private Bag X117, Pretoria, 0001.

I. MÜLDER,

Chairman of the Advisory Council for Occupational Safety.

No. 102

22 January 1993

WAGE ACT, 1957

WAGE BOARD INVESTIGATION: REVISION OF WAGES: WAGE DETERMINATION 467, UNSKILLED LABOUR, CERTAIN AREAS: FURTHER SITTINGS

Pursuant to Notice 921 of 1992, published in *Government Gazette* No. 14332 of 16 October 1992, it is hereby notified that the Wage Board will also hold sittings at the venues, times and dates indicated below, for the purpose of enabling interested persons in the areas concerned to make oral representations to the Board:

DEPARTEMENT VAN MANNEKRAG

No. 95

22 Januarie 1993

WET OP MASJINERIE EN BEROEPSVEILIGHEID, 1983 (WET No. 6 VAN 1983)

Die Adviesraad vir Beroepsveiligheid maak hierby bekend dat, met die goedkeuring van die Minister van Mannekrag, 'n tegniese komitee ingevolge artikel 8 van die Wet ingestel is.

Hierdie tegniese komitee is spesifiek ingestel om ondersoek te doen en aanbevelings aan die Adviesraad vir Beroepsveiligheid te maak oor die ontwikkeling van 'n stel regulasies wat voorsiening maak vir die veiligheid van werkers in die spoorweginfrastruktuur.

Die lede van die tegniese komitee is:

1. Brian Alfred French (Voorsitter):
Departement van Mannekrag.
2. William Basson:
Kamer van Mynwese.
3. Johan de Villiers:
Spoornet.
4. Charles E. Erasmus:
Spoorpendelkorporasie Bpk.
5. Philip le Roux:
Isco Beperk.
6. Derrick Mncindisi Simoko:
SA Spoorweg en Hawens Werkersvakbond.
7. J. J. H. van den Berg:
Sasol II, Secunda.

Enige kommentaar of vertoë aan die komitee moet binne 90 dae vanaf die datum van publikasie van hierdie kennisgewing op skrif by die Direkteur-generaal, Mannekrag, Privaatsak X117, Pretoria, 0001, ingedien word.

I. MÜLDER,

Voorsitter van die Adviesraad vir Beroepsveiligheid.

No. 102

22 Januarie 1993

LOONWET, 1957

LOONRAADONDERSOEK: HERSIENING VAN LONE: LOONVASSTELLING 467, ONGESKOOLDE ARBEID, SEKERE GEBIEDE: VERDERE SITTINGS

Ten vervolge op Kennisgewing 921 van 1992, gepubliseer in *Staatskoerant* No. 14332 van 16 Oktober 1992, word hierby bekendgemaak dat die Loonraad ook op die volgende plekke, tye en datums sittings sal hou om belanghebbende persone in die betrokke gebiede in staat te stel om mondelinge vertoë tot die Raad te rig:

NEWCASTLE

Department of Manpower, 9 Industria Road, on 1 February 1993 at 15:00.

LADYSMITH

Department of Manpower, Lady Keate Building, 35 Keate Street, on 2 February 1993 at 14:00.

NELSPRUIT

Department of Manpower, Room 53, 2A Bester Street North, on 9 February 1993 at 10:00.

PRETORIA

Department of Manpower, Laboria Building, Room 102, 215 Schoeman Street, on 11 February 1993 at 14:00.

PIETERSBURG

Department of Manpower, 8 20th Avenue, Industria on 23 February 1993 at 10:00.

RUSTENBURG

Department of Manpower, Drosdy Building, corner of Kroep and Boom Streets, on 2 March 1993 at 15:30.

WELKOM

Department of Manpower, G. von der Fecht Building, 4 Sand Street, Dagbreek, on 4 March 1993 at 11:30.

JOHANNESBURG

Department of Manpower, 616 Annuity House, 18 Rissik Street, on 9 March 1993 at 14:00.

M. J. DELPORT,

Secretary: Wage Board.

DEPARTMENT OF REGIONAL AND LAND AFFAIRS

No. 85**22 January 1993**

AMENDMENT OF THE GUIDE PLAN FOR GREATER PRETORIA, 1984

Under section 6A (19) of the Physical Planning Act, 1967 (Act No. 88 of 1967), read with section 37 (1) (d) of the Physical Planning Act, 1991 (Act No. 125 of 1991), I, Andrew Fourie, Deputy Minister for Regional Development, hereby amend the Guide Plan for Greater Pretoria, 1984, as made known by Government Notice No. 883 of 4 May 1984, by changing the designation of a part of the Remaining Extent of Portion 1 of the farm Waterval 5 IR, situated to the south of the K58-Road, to the west of the P1-2 (K101-Road), to the north of the Jukskei River and to the east of the N1-freeway, as indicated schematically on the attached map, from recreation and tourism to township development for industrial purposes.

Signed at Pretoria this 23rd day of December 1992.

A. FOURIE,

Deputy Minister for Regional Development.

NEWCASTLE

Departement van Mannekrag, Industriaweg 9, op 1 Februarie 1993 om 15:00.

LADYSMITH

Departement van Mannekrag, Lady Keate-gebou, Keatestraat 35, op 2 Februarie 1993 om 14:00.

NELSPRUIT

Departement van Mannekrag, Kamer 53, Besterstraat-Noord 2A, op 9 Februarie 1993 om 10:00.

PRETORIA

Departement van Mannekrag, Schoemanstraat 215, Laboria-gebou, Kamer 102, op 11 Februarie 1993 om 14:00.

PIETERSBURG

Departement van Mannekrag, 20ste Laan 8, Industria, op 23 Februarie 1993 om 10:00.

RUSTENBURG

Departement van Mannekrag, Drosdy-gebou, hoek van Kroep- en Boomstraat, op 2 Maart 1993 om 15:30.

WELKOM

Departement van Mannekrag, G. von der Fecht-gebou, Sandstraat 4, Dagbreek, op 4 Maart 1993 om 11:30.

JOHANNESBURG

Departement van Mannekrag, Annuity House, Kamer 616, Rissikstraat 18, op 9 Maart 1993 at 14:00.

M. J. DELPORT,

Sekretaris: Loonraad.

DEPARTEMENT VAN STREEK- EN GRONDSAKE

No. 85**22 Januarie 1993**

WYSIGINGS VAN DIE GIDSPLAN VIR GROTER PRETORIA, 1984

Kragtens artikel 6A (19) van die Wet op Fisiese Beplanning, 1967 (Wet No. 88 van 1967), gelees met artikel 37 (1) (d) van die Wet op Fisiese Beplanning, 1991 (Wet No. 125 van 1991), wysig ek, Andrew Fourie, Adjunkminister vir Streekontwikkeling, hierby die Gidsplan vir Groter Pretoria, 1984, soos bekendgemaak by Goewermentskennisgewing No. 883 van 4 Mei 1984, deur die gebruiksaanwysing van 'n deel van Resterende Gedeelte van Gedeelte 1 van die plaas Waterval 5 IR, wat suid van die K58-roete, wes van die P1-2 (K101-roete), noord van die Jukskeirivier en oos van die N1-snelweg geleë is en skematies op bygaande kaart aangetoon is, vanaf ontspanning en toerisme na dorpsontwikkeling vir nywerheidsdoel-eindes te verander.

Geteken te Pretoria op hede die 23ste dag van Desember 1992.

A. FOURIE,

Adjunkminister vir Streekontwikkeling.

STATEMENT OF PROVINCIAL REVENUE COLLECTIONS (INCLUDING COLLECTIONS DIRECT BY PROVINCES) FROM 1 APRIL 1992 TO 31 JULY 1992
STAAT VAN INVORDERINGS VAN PROVINSIALE INKOMSTE (INSLUITEND DIREKTE INVORDERINGS DEUR PROVINSIES) VAN 1 APRIL 1992 TOT 31 JULIE 1992

Head of Revenue Hoofde van Inkomste	Cape of Good Hope Kaap die Goeie Hoop		Natal		Transvaal		Orange Free State Oranje-Vrystaat		Totals Totale	
	92-07-01 to/tot 92-07-31	92-04-01 to/tot 92-07-31	92-07-01 to/tot 92-07-31	92-04-01 to/tot 92-07-31	92-07-01 to/tot 92-07-31	92-04-01 to/tot 92-07-31	92-07-01 to/tot 92-07-31	92-04-01 to/tot 92-07-31	92-07-01 to/tot 92-07-31	92-04-01 to/tot 92-07-31
Sources of Revenue transferred/Bronne van Inkomste oorgedra	R	R	R	R	R	R	R	R	R	R
Licences/Lisensies										
Dog, Fish and Game/Hond, Vis en Wild	852 374	2 764 633	32 383	12 612 993	153 262	316 100	128 649	1 798 143	1 166 668	17 491 869
Motor Vehicles/Motorvoertuie	56 943	974 780	13 286 398	33 983 485	—	—	5 736 114	7 633 240	19 079 455	42 591 505
Miscellaneous/Diverse										
Hospital Receipts/Hospitaalontvangste	12 548 757	48 426 710	101 747	206 567	22 792 541	22 851 978	5 774 790	14 532 729	41 217 835	86 017 984
Other Receipts/Ander Ontvangste	1 952 194	6 233 943	44 198	51 790	5 769 550	5 799 910	412 993	3 028 016	8 178 935	15 113 659
Fines and Forfeitures/Boetes en Verbeurd- verklarings.....	3 345	292 235	1 199 644	3 525 232	27 186 770	33 185 054	4 260 040	6 076 881	32 649 799	43 079 402
Auction Dues/Venduregte	—	—	—	—	—	—	—	—	—	—
Entertainment Tax/Belasting op Vermaaklik- hede	—	—	—	—	—	—	2 108	7 764	2 108	7 764
Racing and Betting Taxation/Belasting op Wedrenne en Weddenskappe	245 814	2 528 435	—	—	11 983 978	42 969 554	13 879 901	17 296 539	26 109 693	62 794 528
Wheel Tax and Contributions/Wielbelasting en Bydraes	—	—	—	—	—	—	—	—	—	—
Black Hospital Tax and Contributions/Swart Hospitaalbelasting en Bydraes	—	—	—	—	—	—	—	—	—	—
Totals/Totale.....R	15 659 427	61 220 736	14 664 370	50 380 067	67 886 101	105 122 596	30 194 595	50 373 312	128 404 493	267 096 711
Totals/Totale (1991/92).....R	34 965 833	119 271 472	41 660 278	117 539 573	63 613 242	215 961 535	9 583 903	35 947 433	149 823 256	488 720 013

C. G. DE VILLIERS,

*Director-General: Department of Regional and Land Affairs.
Direkteur-generaal: Departement van Streek- en Grondsake.*

STATEMENT OF PROVINCIAL REVENUE COLLECTIONS (INCLUDING COLLECTIONS DIRECT BY PROVINCES) FROM 1 APRIL 1992 TO 31 AUGUST 1992
STAAT VAN INVORDERINGS VAN PROVINSIALE INKOMSTE (INSLUITEND DIREKTE INVORDERINGS DEUR PROVINSIES) VAN 1 APRIL 1992 TOT 31 AUGUSTUS 1992

Head of Revenue Hoofde van Inkomste	Cape of Good Hope Kaap die Goeie Hoop		Natal		Transvaal		Orange Free State Oranje-Vrystaat		Totals Totale	
	92-08-01 to/tot 92-08-31	92-04-01 to/tot 92-08-31	92-08-01 to/tot 92-08-31	92-04-01 to/tot 92-08-31	92-08-01 to/tot 92-08-31	92-04-01 to/tot 92-08-31	92-08-01 to/tot 92-08-31	92-04-01 to/tot 92-08-31	92-08-01 to/tot 92-08-31	92-04-01 to/tot 92-08-31
Sources of Revenue transferred/Bronne van Inkomste oorgedra	R	R	R	R	R	R	R	R	R	R
Licences/Lisensies										
Dog, Fish and Game/Hond, Vis en Wild	3 934	2 768 567	63 248	12 676 241	30 762 996	31 079 096	37 285	1 835 428	30 867 463	48 359 332
Motor Vehicles/Motorvoertuie	74 569	1 049 349	3 754 496	37 739 981	—	—	548 943	8 182 183	4 380 008	46 971 513
Miscellaneous/Diverse										
Hospital Receipts/Hospitaalontvangste	—	48 426 710	—	206 567	—	22 851 978	—	14 532 729	—	86 017 984
Other Receipts/Ander Ontvangste	82 646 788	88 880 731	386 172	437 962	5 779 711	11 579 621	77 973	3 105 989	88 890 644	104 004 303
Fines and Forfeitures/Boetes en Verbeurd- verklarings.....	2 635	294 870	1 053 644	4 578 876	2 753 789	35 938 843	426 220	6 503 101	4 236 288	47 315 690
Auction Dues/Venduregte	—	—	—	—	—	—	—	—	—	—
Entertainment Tax/Belasting op Vermaaklik- hede	—	—	—	—	—	—	1 964	9 728	1 964	9 728
Racing and Betting Taxation/Belasting op Wedrenne en Weddenskappe	2 035 123	4 563 558	—	—	9 501 912	52 471 466	1 145 164	18 441 703	12 682 199	75 476 727
Wheel Tax and Contributions/Wielbelasting en Bydraes	—	—	—	—	—	—	—	—	—	—
Black Hospital Tax and Contributions/Swart Hospitaalbelasting en Bydraes	—	—	—	—	—	—	—	—	—	—
Totals/Totale.....R	84 763 049	145 983 785	5 259 560	55 639 677	48 798 408	153 921 004	2 237 549	52 610 861	141 058 566	408 155 277
Totals/Totale (1991/92).....R	32 265 631	151 537 103	44 099 921	161 639 494	82 681 082	298 642 617	9 271 502	45 218 935	168 318 136	657 038 149

C. G. DE VILLIERS,

*Director-General: Department of Regional and Land Affairs.
 Direkteur-generaal: Departement van Streek- en Grondsake.*

STATEMENT OF PROVINCIAL REVENUE COLLECTIONS (INCLUDING COLLECTIONS DIRECT BY PROVINCES) FROM 1 APRIL 1992 TO 30 SEPTEMBER 1992
STAAT VAN INVORDERINGS VAN PROVINSIALE INKOMSTE (INSLUITEND DIREKTE INVORDERINGS DEUR PROVINSIES) VAN 1 APRIL 1992 TOT SEPTEMBER 1992

Head of Revenue Hoofde van Inkomste	Cape of Good Hope Kaap die Goeie Hoop		Natal		Transvaal		Orange Free State Oranje-Vrystaat		Totals Totale	
	92-09-01 to/tot 92-09-30	92-04-01 to/tot 92-09-30	92-09-01 to/tot 92-09-30	92-04-01 to/tot 92-09-30	92-09-01 to/tot 92-09-30	92-04-01 to/tot 92-09-30	92-09-01 to/tot 92-09-30	92-04-01 to/tot 92-09-30	92-09-01 to/tot 92-09-30	92-04-01 to/tot 92-09-30
Sources of Revenue transferred/Bronne van Inkomste oorgedra	R	R	R	R	R	R	R	R	R	R
Licences/Lisensies										
Dog, Fish and Game/Hond, Vis en Wild	7 708	2 776 275	63 512	12 739 753	172 188	31 251 284	10 124	1 845 552	253 532	48 612 864
Motor Vehicles/Motorvoertuie	7 089 739	8 139 088	35 057 244	72 797 225	—	—	666 663	8 848 846	42 813 646	89 785 159
Miscellaneous/Diverse										
Hospital Receipts/Hospitaalontvangste	28 562 299	76 989 009	—	206 567	22 792 541	45 644 519	—	14 532 729	51 354 840	137 372 824
Other Receipts/Ander Ontvangste	5 158 370	94 039 101	9 012	446 974	5 771 521	17 351 142	75 680	3 181 669	11 014 583	115 018 886
Fines and Forfeitures/Boetes en Verbeurd- verklarings.....	3 569	298 439	6 006 833	10 585 709	2 774 833	38 713 676	438 441	6 941 542	9 223 676	56 539 366
Auction Dues/Venduregte.....	—	—	—	—	—	—	—	—	—	—
Entertainment Tax/Belasting op Vermaaklik- hede	—	—	—	—	—	—	3 528	13 256	3 528	13 256
Racing and Betting Taxation/Belasting op Wedrenne en Weddenskappe	369 867	4 933 425	—	—	9 128 287	61 599 753	1 287 542	19 729 245	10 785 696	86 262 423
Wheel Tax and Contributions/Wielbelasting en Bydraes	—	—	—	—	—	—	—	—	—	—
Black Hospital Tax and Contributions/Swart Hospitaalbelasting en Bydraes	—	—	—	—	—	—	—	—	—	—
Totals/Totale.....R	41 191 552	187 175 337	41 136 601	96 776 228	40 639 370	194 560 374	2 481 978	55 092 839	125 449 501	533 604 778
Totals/Totale (1991/92).....R	61 378 201	212 915 304	40 125 708	201 765 202	74 062 250	372 704 867	9 295 772	54 514 707	184 861 931	84 190 080

C. G. DE VILLIERS,

Director-General: Department of Regional and Land Affairs.
 Direkteur-generaal: Departement van Streek- en Grondsake.

DEPARTMENT OF WATER AFFAIRS AND FORESTRY

No. 100

22 January 1993

**NOTICE IN TERMS OF SECTION 9A
OF THE WATER ACT, 1956**

PROHIBITION ON THE ABSTRACTION AND USE FOR IRRIGATION PURPOSES OF PUBLIC WATER FROM THE UMLAAS RIVER AND ITS TRIBUTARIES WITHIN THE BOUNDARIES OF THE UMLAAS IRRIGATION DISTRICT

1. By virtue of the power vested in me by Government Notice No. 2647, published on 18 September in *Government Gazette* No. 14277, I, Johann Georg Geoffrey Hansmann, in my capacity as Regional Director: Natal of the Department of Water Affairs and Forestry, hereby declare with due regard to a deterioration in the availability of water in the Umlaas River and its tributaries within the boundaries of the Umlaas Irrigation District that the following restrictions will apply:

1.1 The abstraction of water from the Umlaas River for irrigation purposes shall be restricted to the volume of water required for the application of 2½ millimetres of water per hectare of scheduled area per week.

1.2 The restriction does not apply to the abstraction of water from private dams situated on tributaries of the Umlaas River and in which no water abstracted from the Umlaas River is stored.

2. This prohibition substitutes paragraph 1.1 of Government Notice No. 3121, dated 13 November 1992.

J. G. G. HANSMANN,
Regional Director: Natal.

p.p. Minister of Water Affairs and Forestry.

GENERAL NOTICES**NOTICE 43 OF 1993****DEPARTMENT OF TRADE AND INDUSTRY****HARMFUL BUSINESS PRACTICES ACT, 1988**

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, acting on behalf of the Minister of Finance and of Trade and Industry, do hereby, in terms of section 10 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 868 of 1988 as published in *Government Gazette* No. 11606 dated 15 December 1988, as set out in the Schedule.

D. DE V. GRAAFF,

Deputy Minister of Trade and Industry.

84436—B

DEPARTEMENT VAN WATERWESE EN BOSBOU

No. 100

22 Januarie 1993

**KENNISGEWING KRAGTENS ARTIKEL 9A
VAN DIE WATERWET, 1956**

VERBOD OP DIE UITNEEM EN GEBRUIK VIR BESPROEIINGSDOELEINDES VAN OPENBARE WATER UIT DIE UMLAASRIVIER EN SY SYTAKKE BINNE DIE GRENSE VAN DIE UMLAAS-BESPROEIINGSDISTRIK

1. Kragtens die bevoegdheid aan my verleen by Goewermenskennisgewing No. 2647 soos op 18 September gepubliseer in *Staatskoerant* No. 14277 verklaar ek, Johann Georg Geoffrey Hansmann, in my hoedanigheid as Streekdirekteur: Natal van die Departement van Waterwese en Bosbou met inagneming van die beskikbaarheid van water in die Umlaasrivier en sy sytakke binne die grense van die Umlaasbesproeiingsdistrik dat die volgende beperkings geld:

1.1 Die onttrekking van water uit die Umlaasrivier vir besproeiingsdoeleindes word beperk tot die hoeveelheid water benodig vir die aanwending van 2½ millimeter water per hektaar per week van die geskeduleerde gebied.

1.2 Die beperking geld nie ten opsigte van die onttrekking van water uit privaatdamme wat in sytakke van die Umlaasrivier geleë is en wat nie water, onttrek uit die Umlaasrivier, opgaar nie.

2. Hierdie verbod vervang paragraaf 1.1 van Goewermenskennisgewing No. 3121 gedateer 13 November 1992.

J. G. G. HANSMANN,
Streekdirekteur: Natal.

p.p. Minister van Waterwese en Bosbou.

ALGEMENE KENNISGEWINGS**KENNISGEWING 43 VAN 1993****DEPARTEMENT VAN HANDEL EN NYWERHEID****WET OP SKADELIKE SAKEPRAKTYKE, 1988**

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens die Minister van Finansies en van Handel en Nywerheid, publiseer hiermee, kragtens artikel 10 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), die verslag van die Sakepraktykekomitee oor die uitslag van die ondersoek deur die Komitee gedoen kragtens Algemene Kennisgewing 868 van 1988 soos gepubliseer in *Staatskoerant* No. 11606, gedateer 15 Desember 1988, soos in die Bylae uiteengesit.

D. DE V. GRAAFF,

Adjunkminister van Handel en Nywerheid.

SCHEDULE

BUSINESS PRACTICES COMMITTEE**REPORT IN TERMS OF SECTION 10 (1) OF THE HARMFUL BUSINESS PRACTICES****ACT, 1988 (ACT No. 71 OF 1988)****Report No. 11****NGWENYA INVESTMENTS CC; A. W. WILMANS; PIONEER PARK SHARE BLOCK (PTY) LTD;
AND OTHERS**

CONTENTS

- I. Introduction.
 - II. The parties.
 - III. The business practice.
 - IV. The legal and commercial framework of the provision of housing to the elderly.
 - V. Evaluation of the business practice.
 - VI. Conclusion and recommendations.
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I. Introduction

The Business Practices Committee has in terms of section 8 (1) (a) of the Harmful Business Practices Act, 1988 ("the Act"), conducted an investigation into a business practice applied by Ngwenya Investments CC ("Ngwenya"), Pioneer Park Share Block (Pty) Ltd, Mr A. W. Wilmans ("Wilmans"), and others. Notice of the investigation was given in terms of section 8 (4) of the Act under General Notice 868 of 1988 as published in *Government Gazette* No. 11606 dated 15 December 1988.

Ngwenya Investments CC acted as a developer of various retirement centres and was the promoter and seller of shares in the related share block companies. The retirement centres developed by Ngwenya were occupied by elderly and sometimes infirm individuals.

Residents of Pioneer Place became aware of and complained about problems in the management of Pioneer Place as early as 1987. Costs were increasing dramatically and management appeared to have difficulty in exercising control. Services were interrupted and levies escalated. The residents were of the opinion that their quality of life was diminishing and that their security of tenure was under threat. The enterprise eventually failed and was finally liquidated on 7 November 1989. Alternative accommodation had to be found for the residents.

The residents of developments such as Pioneer Place and Pioneer Park acquired rights to occupy units in various apartment buildings. The legal framework in terms of which these rights were acquired was based on the acquisition of shares in a share block company which had an interest in the building in question. Residents acquired shares in and were required to advance a loan to the companies. They also undertook to pay a regular levy to the company in an amount determined by the directors from time to time.

The residents were thus shareholders in an enterprise which as its main business administered the buildings where the shareholders occupied apartments. The shareholders had a dual interest in the successful administration and management of the enterprise. As shareholders they had a financial interest in the success of the enterprise. As residents of the building belonging to and managed by the enterprise the success or failure of the enterprise would make the difference for them between having a homelessness and being housed.

The shareholders' entire daily existence was closely intertwined with the success or failure of the enterprise and directly affected by the quality of its management. The failure of the enterprise would not only be a virtually irreversible financial setback but in many cases also deprive the residents of the sanctuary of a dwelling.

The survival of the business was dependant on efficient administration and management of its affairs, and in particular on the continued inflow of levies required to finance expenditures. (The levies may be regarded as the price payable for services rendered by a share block company. The services are usually acquired by the company at a cost and are then rendered to residents.)

Services of this nature include, for example, medical services rendered through a frail care centre, the provision of water and electricity, domestic cleaning services, security, administration, financial management, building maintenance, transport services and catering. Expenditures on this type of services cannot realistically be funded by shareholders' initial capital outlays which are largely applied towards the acquisition or utilisation of the basic physical structures such as buildings, grounds and surrounding roads. Expenditures on services and other operating costs must consequently be funded out of a continuing stream of income, namely the levies.

II. The parties

Wilmans was the sole member of Ngwenya. One of the centres developed by Ngwenya was Pioneer Place, operated as a share block company which was the registered owner of a building which contained ninety six apartments, situated at 12 Soper Road, Berea, Johannesburg. A bond was registered over the property. The Pioneer Park Centre was situated in Umhlanga Rocks.

Ngwenya established the basic infra-structure of the development. It supervised the installation of equipment, catering and security arrangements, and provided the initial management policy and framework. According to Wilmans such policy contemplated rules and guidelines for the ventual continuation of management by shareholders. If this had been the intention of the developer such intention was not successfully executed.

Apart from holding shares as developer in the share block company, Pioneer Place, Ngwenya provided management and administrative services to the various retirement centres. It initially served as managing agents for the company. Ngwenya conceived and launched the Pioneer Place project during 1985 and 1986. It ceased to act as developer in respect of Pioneer Place during 1987, thereafter serving as the manager of the company's retirement business. From 15 April 1988 its only involvement was as a shareholder.

The business practice as applied in relation to Pioneer Place forms the main subject of this report. Wilmans appears to have exercised de facto control over the company. Actual management was initially the responsibility of a Mr Bickel, who was at the time an officer of Ngwenya and a director of the company. Mr Bickel had responsibility for the refurbishment of the building, marketing, advertising, staff selection and management. He resigned as a director on 14 September 1987.

In terms of the use agreement entered into between residents and the company, the services and facilities at Pioneer Place were to be administered and managed by Pioneer Acceptances Limited on an annually renewable basis, terminable by either party upon six months written notice.

Some of the rules and guidelines for shareholder management were contained in the use agreement. These rules were subject to variation by the shareholders. Towards the end of 1987 a further management agreement was arranged with a Mr P. J. Spero, doing business as Pioneer Retirement Services CC. Pioneer Retirement Services continued in this capacity until 31 March 1989. Mr Spero also purchased from Wilmans 14 apartments in Pioneer Place.

III. The business practice

Advertising material for Pioneer Place stated that residents of that development would enjoy their twilight years in an atmosphere of comfort and security. As late as February 1987 it was being suggested in advertisements that the purchase of shares in Pioneer Place would also protect the elderly against the rising costs of living. The acquisition of shares in the Pioneer Place share block scheme were described as "property investments".

Advertisements for Pioneer Place claimed that by investing in units in Pioneer Place, residents would procure the following services and benefits:

Professional management; 24 hour security; a 24 hour frail care facility; laundry and linen service; chauffeur service; low levies and service charges; and security of ownership.

Few of these promises were honoured. The atmosphere of tranquillity and peace promised in advertisements did not materialise.

During 1987 and 1988 the residents of Pioneer Place became aware of numerous problems with the management of the scheme and conveyed their complaints to Wilmans who either failed or was not in a position to respond effectively. A variety of problems were experienced over a lengthy period and complaints were repeatedly raised with the management. The residents were dissatisfied with high levies and levy increases, excessive capital expenditures, failure to effect insurance of the building and shortcomings in the facilities and services being provided. High capital expenditure had been incurred in maintaining physical equipment. This resulted in substantial levy increases.

Complaints about the services essentially related to inadequate facilities for security and nursing, the preparation of meals, transport and laundry, and poor building maintenance. Telephone and elevator services were operating intermittently due to irregular payment of accounts. The supply of hot water was irregular and wages were being paid haphazardly. The services which were now found wanting were services which the residents had been led to believe would be made available, and on the strength of representations regarding which they had purchased shares in the company.

Towards the end of 1987 the financial and administrative management system was on the verge of collapse. In February 1989 the company failed to meet bond repayments payable to the mortgagee. Financial statements were not being prepared as required by the Companies Act and were unavailable. All attempts at bookkeeping had ceased. (The residents' committee was eventually to contemplate the appointment of a bookkeeper.) The residents also repeatedly complained that they were in the dark as to the financial affairs of the company and that they were not receiving statements.

A residents' committee was convened and conducted negotiations with Wilmans. The committee complained that there was inadequate communication between the management of the company and the shareholders, and that the management had taken various actions without consultation with the shareholders. The management of the affairs of Pioneer Place passed through the hands of various individuals.

The kitchen and catering facilities were originally provided by an outside contractor. According to Wilmans the residents were dissatisfied with the service provided by this contractor, resulting in the termination of its contract by the company. A new catering and kitchen service consequently had to be installed. These events had a substantial negative impact on the finances of the company.

Concern about the high cost of electricity consumption led to the installation of a coal burning boiler system. The draft annual financial statements of the company dated 29 February 1988 noted that numerous technical problems had been encountered during the financial year with a boiler. This had culminated in a threat of legal action by the company.

Wilmans claimed that as the Post Office did not have sufficient lines to accommodate the demand for telephones in individual rooms, a switchboard had to be installed. This was done at considerable expense.

The installation of both the new boiler system and the switchboard were debt financed, so that these imposts did not immediately result in levy increases. The company was nevertheless burdened with heavy capital repayment and interest liabilities.

Wilmans's actions with regard to the boiler system, the switchboard and the catering arrangements were ratified at a special general meeting of the company, held on 14 September 1987.

At a special general meeting of the company, held in March of 1988 to discuss, inter alia, the new levy budgets and apportioning of funds expended by Ngwenya on behalf of the company, a number of shareholders expressed their alarm at what they perceived to be the high cost of living at Pioneer Place. A resolution calling for an investigation into the administration at Pioneer Place was adopted with Wilmans's support. The proposed investigation could not be properly funded and failed to yield meaningful results. Wilmans resigned as chairman of the company as from 17 June 1988. The resident manager at the time also resigned. Towards the end of 1988 Mr P Spero was appointed on the suggestion of Wilmans to provide management and catering services at Pioneer Place. Mr Spero was acting in a similar capacity at a number of other retirement centres operated by Wilmans, where he was in the employ of Ngwenya Investments. The company was placed in provisional liquidation on 11 July 1989, and finally liquidated on 11 November 1989, by which time the company was, according to Wilmans, hopelessly insolvent.

The residents alleged that they had been misled about the buildings and services which were promised would be provided. The kitchen equipment was originally provided under a contract of lease. When the contract expired the equipment was removed and had to be replaced. Residents claimed that they had not been informed that this equipment was not the property of Pioneer Place and that they had not contemplated its possible replacement when they purchased their shares. There is no doubt that what the residents actually received was vastly different from what they had had legitimate reason to expect.

As of 29 February 1988 there was a levy deficit of R34 270, which it was contemplated would have had to be eliminated by a special levy. Many of the shareholders were in arrears with the payment of their levies. This included levies in respect of approximately 24 units owned by Wilmans/Ngwenya Investments. Wilmans disputes that he owed the company any money in respect of such levies and has averred that any payment of levies that was withheld was a proper set-off in respect of money owed to him by the company. The arrears levies exacerbated an already critical financial situation. During July of 1988 Spero threatened to institute legal action against residents who had fallen in arrears with the payment of their levies or who failed to make levy payments on time.

Although Pioneer Place could accommodate 96 people, occupation had by February 1988 dropped to 32 shareholders and 10 tenants. Of the remaining residents one was on the point of leaving and another was seriously ill. The declining occupancy rate had apparently been stimulated by a severe deterioration of the neighbourhood. According to Spero the neighbourhood had become crime-ridden and quite unsafe for elderly people.

Seventeen units were empty because their occupants were deceased. Two more occupants had been transferred to a mental institution. The recovery of levies in respect of these units evidently posed a major problem, especially where a deceased estate was concerned.

The falling occupancy rate was the result of the non-replacement of residents. Marketing of units in Pioneer Place by either the developer or the management had become desultory and sporadic. The deteriorated conditions at Pioneer Place and the dissatisfaction of residents did not make selling units by residents any easier. The fact that no new shareholders were being recruited had an impact both on the company's ability to reduce its outstanding loan and on the levy fund which was the sole source for financing operating expenses.

During December 1988 Mr Spero informed shareholders that in view of the levy deficit they would be required to pay a special levy of R425 per unit. As a result of this notification a meeting of the resident shareholders was called for 22 December 1988. At this meeting shareholders resolved to refuse to pay the special levy. From the available information it is evident that the company experienced a cash shortage and faced a financial crisis. The shareholders were, however, not adequately informed about, and did not appreciate the nature and gravity of the crisis, resulting in their refusal to co-operate with Mr Spero.

Inquiry into the affairs of Pioneer Place revealed various irregularities:

- (i) Ngwenya failed to disclose adequate information relevant to investors and did not properly account to them. Wilmans failed to respond effectively to requests by the residents for information concerning the operations of the company. The residents' committee complained that there was a lack of communication between the management of the company and the shareholders.
- (ii) Shareholders were not timeously informed of the company's technical insolvency.
- (iii) Directors and shareholders were not given formal notification that the bond repayments of Pioneer Place were in arrears.
- (iv) Shareholders were not given advance notice of the arrangements for a further advance in order to re-equip the kitchen.
- (v) The books of account of the company were not up to date. The company's liabilities and solvency could not be established with accuracy.
- (vi) Financial statements for the year ended 29 February 1988 had not been approved.
- (vii) Financial statements for the year ended 28 February 1989 had not been prepared.

In the case of Pioneer Gardens Share Block (Pty) Ltd (Umhlanga Rocks) Ngwenya Investments Corporation, of whom Wilmans was the sole member, there was a failure to comply with section 15 of the Share Blocks Control Act, 1980. Section 15 requires that certain funds should be deposited in a separate trust account or be entrusted to a practitioner or to an estate agent. Ngwenya received payments from clients and failed either to make a payment of the allocated amounts directly to the mortgage bondholders, or to retain the amounts in a trust account, or to utilise the funds to settle the mortgage bond. An amount of R350 000 had been transferred to Ngwenya's current account. After commencement of this investigation Wilmans undertook to deal properly with the said amount.

IV. The legal and commercial framework of the provision of housing to the elderly

The types of problems experienced by the elderly in various housing schemes can be allocated roughly to problems related to the financing, the legal structure, or the management of projects.

In assessing the existence or otherwise of harmful business practices in the instant case the committee has had to take cognisance of both the legal framework underlying, and the commercial context of the situation of the residents.

Although the elderly have sometimes accumulated funds they may also belong to the low income group. Many of the elderly have no accumulated funds (savings) nor any appreciable income, apart from a government old age pension. As the demographic picture of society changes, the ever increasing numbers of the elderly as a proportion of the total population ensure that problems in this regard will continue to grow rather than to diminish.¹

The *Third Report of the Committee of Investigation into Housing for Retired Persons* noted that present demographic tendencies may lead to a deterioration in the housing conditions for the elderly. Government policy concerning State subvention for housing provision for the aged has been stated as placing the primary responsibility for the provision of housing to the elderly with the individual and the private sector, and that the State should get involved only when these parties cannot meet the need. As part of an impoverished and impoverishing third world South Africa's economic situation makes it increasingly unlikely that the taxpayer and therefore the State will ever be in a position to make a meaningful financial contribution to the provision of housing for the elderly. If present trends of the ratio of the number of taxpayers to the number of the aged are projected it is clear that the burden for financing an increasing demand for services to the aged will be placed on a diminishing population of taxpayers. That housing provision for the elderly will be the virtually exclusive function of the private sector and will be funded out of non-taxpayer funds must be accepted as a given economic reality.

The provision of housing to the elderly in schemes that afford accommodation to groups rather than individuals is encouraged by considerations such as the imperative of cost containment and the needs for physical security and access to medical services. Numerous schemes of this nature have been undertaken over the last few decades. Although many have operated satisfactorily, a number have failed with substantial losses to residents.

There is no objective measure of what constitutes a maximum "acceptable" level of consumer complaints in a particular area. The Business Practices Committee nevertheless views with growing alarm complaints about the provision of housing in general, but more particularly where the low income group or the elderly are concerned.

Housing schemes for the elderly have for many years caused chronic and apparently intractable problems. During 1986 a committee was appointed by the Government to investigate, in terms of section 61 (1) of the Development and Housing Act, Act No. 103 of 1985, inter alia the housing needs of, and the security of tenure in respect of housing for, retired persons. The recommendations of this committee culminated, inter alia, in the enactment of the Housing Development Schemes for Retired Persons Act, Act No. 65 of 1988. The continuing problems experienced in this area indicate that further solutions will need to be found.

Housing and care needs of the elderly

Depending on the specific nature of the scheme, a comprehensive housing package for the elderly is likely to contain all or some elements such as the following, apart from providing a roof over the occupants' heads:

1. Medical services. (This may range from periodic visits by a paramedic such as a nurse, to an arrangement with a local medical doctor to call regularly on the establishment, or the provision of a proper medical unit on the premises, commonly described as a "frail care centre".)
2. The provision of water and electricity.
3. The payment of rates and taxes.
4. The provision of meals.
5. Building and grounds security control.
6. Communal transport, consisting, for example, of a car or mini-bus and the services of a driver.
7. Cleaning services.
8. Service staff.
9. Emergency communication links.
10. Recreational facilities.
11. Financial and organisational administration and management of the scheme.

Types of accommodation for the elderly

The *Third Report of the Committee of Investigation into Housing for the Elderly* observes that housing needs change with age, and that the proportional increase of the aged, relative to the population as a whole, will consequently destabilise the (national) housing balance. If this were not the case the elderly might just occupy the same housing which they have traditionally occupied.² The Report distinguishes between two categories of housing stock available to the aged:

Category I: Housing which is specifically designed or adapted to comply with the needs of the elderly, for example, homes for the elderly, retirement villages and residential houses with security measures.

Category II: Housing previously occupied by an aged person, but which has been surrendered because it was not suitable for its purpose any longer, for example, an unnecessarily large house or a house which poses a security risk or lacks the necessary support services.

Depending on matters such as the state of health, age, family ties, availability of financial resources, acquaintance with the neighbourhood, the relative preference for privacy and independence, the need for security, the availability of transport, psychological considerations and similar matters, individuals may prefer different types of accommodation.

Legal and financial structures

When the State does not provide in the housing and care needs of the elderly the legal and financial structures which afford the framework in terms of which these needs are privately met play a particularly important role.

In assessing the security of the interests of investors in schemes providing housing for the elderly special attention must be paid to the following aspects, namely the nature of the housing right obtained, the form of payment and management mechanisms and capacity.

As far as the nature of the housing right is concerned, the conventional distinction to be made is between real and personal rights. This is a fundamental distinction which is of paramount importance to all who obtain or exercise housing rights of any kind. The critical difference in the present context between housing rights of the nature of real rights and housing rights of the nature of personal rights is that the former confers security of title in the form of ownership and that the latter does not. Housing interests in the form of personal rights are exemplified by rights under contracts of lease, so-called life rights and shareholders' rights under share block schemes. Housing interests in the form of real rights are exemplified by sectional title rights or conventional real rights of ownership.

As regards the form of payment the critical distinction is between prepayment for the housing interest and phased or staggered payment, the latter, for example, occurring under contracts of lease where the recipient of the occupation obtains consecutive periods of accommodation, interspersed with payment for each period of occupation obtained. It is obvious that where the method of payment is prepayment, but the right received is a personal right, the consumer will be exposed to financial loss.

The basic legal and financial structures that are used for the provision of housing to the elderly can be conveniently analysed in terms of a matrix distinguishing between lease, ownership and other contractual mechanisms on the one hand, and between contractual and corporate mechanisms, on the other. Thus a contractual/lease mechanism would involve a situation where the lessee obtains housing on the basis of a contractual lease. This may be the case in old age homes where the resident, for example, enjoys accommodation as a lodger.

Also falling in this category would be schemes such as the so called life right schemes where the consumer may receive the right to occupy a unit in a housing scheme for the duration of his life in exchange for a donation, a payment of a sum of money, or in exchange for granting to the developer a loan.

The main difference between this situation and an ordinary lease is that in the case of the life right the consumer provides capital in the form of the loan, thus effectively making an advance payment for the benefits yet to be received. Under the common law the consumer obtains no real right such as security in the form of a mortgage or title to property in exchange for his contribution of funds. Arrangements of this nature are now covered by the Housing Development Schemes for Retired Persons Act, Act No. 65 of 1988.

Sectional title rights are an example of a combination of the contractual and corporate mechanisms. The contractual element concerns the nature of the consumer's property rights while the corporate element relates to the fact that management of a sectional title development vests in a body corporate established in terms of the Sectional Titles Act. Although the consumer in a sectional title scheme makes an advance payment, the moneys so advanced are usually protected by the mechanisms for the acquisition of registered rights of ownership. The consumer receives title to property in exchange for his advance payment. These arrangements form the subject of the Sectional Titles Act, Act No. 95 of 1986.

In the case of share block schemes consumers have rights to accommodation on the basis of a use agreement, while they also have a limited right of participation in the management of the enterprise, linked to their shareholding in a share block company. In terms of section 4 of the Share Blocks Control Act, Act No. 59 of 1980, a company is presumed to operate a share block scheme if any share of the company confers a right to or an interest in the use of immovable property or any part of immovable property.

If the legal structure employed in a given case does not afford the consumer real rights it is of critical importance to consumers whether they are called upon to make substantial payments in advance of receiving the housing benefits to be supplied.

Where sectional title is used the funds and interests of the consumer are basically secure. This security is derived from the fact that in exchange for funds advanced the consumer obtains a real right in ownership registered in his name. Once registration has occurred the consumer is protected, in so far as his rights of ownership are concerned, against the subsequent financial misfortune of the developer/seller.

The security of ownership afforded by real rights is of major advantage to the householder. Once ownership of property has been registered in the name of a new owner the title of the owner is impervious to the rise and fall of the financial fortunes of the previous owner. While all rights of ownership can be threatened by action such as expropriation, an owner of property is, generally speaking, in a far stronger position regarding that property than someone who enjoys a personal right, such as a tenant under a contract of lease.

When housing rights of the nature of a personal right are acquired, such as under a contract of lease, the lessee's payment for the housing right is usually determined on a periodical basis, for example on a month to month basis. Lump sum advance payments for lengthy periods under contracts of lease are known to occur. Although the lessee who pays rent on a periodic basis does not receive a real right in the form of a right of ownership in this situation he thus also does not part with a major lump sum in exchange for the more limited housing right. His financial risk runs in tandem with the limited portions of accommodation acquired.

Financing

A number of schemes have lately been developed in terms of which housing rights of the nature of personal rights are conferred but where the payment for those rights takes the form of a lump sum payable in advance. In these cases the householder is a lender without security.

When this type of arrangement is adopted the householder contributes to the risk capital for the housing venture. In doing so he undertakes a risk which he might not, as a layman, fully appreciate. This is the risk of success or failure of the enterprise. This risk includes the risks of both financial and managerial incompetency on the part of the developer and of any subsequent management of the enterprise. In the case of sectional title developments (where real rights are conferred on the consumer) such financial risk of the householder is substantially reduced.

Van der Merwe and Butler observe that the financing of sectional ownership in the stage before the scheme is registered, can give rise to serious difficulties.³ This is attributed to the fact that prospective purchasers and financial institutions are unwilling to invest in future units or to grant a loan on the strength thereof because the sectional title register can be opened only once the building is ready for occupation. This in turn can be explained by the fact that the prospective purchaser or financial institution does not have security of title, and cannot obtain security of title, until the sectional title register is opened and title can be registered.

In the case of share block developments the prospective shareholders may be the major or sole source of financing. In these situations the preservation of the integrity of funds collected from a number of individuals, and required to be expended over a length of time, is critical, the more so as the shareholder provides the venture capital on an unsecured basis.

This poses two specific disadvantages for the shareholder: He provides a lump sum of money in advance of receiving the housing benefit in question and he moreover does so without any security of title or security for the money advanced. If things turn out badly he has neither the housing benefit nor the sum invested.

The question of project financing is critical in view of the fundamental difference between share block and sectional title rights. In the case of the former the consumer does not have a right of ownership which will be protected once the rights have been registered in his name. If funds are mismanaged or misapplied the consumer's investment is likely to be irrecoverable. Such a situation will also compromise the consumer's right of tenancy. In the case of a sectional title right the ownership rights of a consumer who has had registration effected in his name will not be directly affected if project financing funds are poorly administered or lost although he may still face losses in respect of moneys collected as levies. The extent of the risk is considerably reduced. This reduction in risk is ostensibly purchased at the price of the possibly higher cost of sectional title schemes, compared to the initial cost of participation in a share block scheme.

Relevant legislation

The Aged Persons Act, Act No. 81 of 1967

This Act defines a "home for the aged" as any institution or other place of residence maintained mainly for the accommodation and care of aged or debilitated persons. "Aged persons" are defined as male persons 65 years of age or older and female persons 60 years of age or older.

No person may manage a home for the aged unless such home has been registered in terms of the Act. Old age homes are subject to inspection by social welfare officers. A registration certificate in respect of an old age home is subject to cancellation by ministerial direction.

Establishments conforming to the definition of a "home for the aged" will usually fall in the category of contractual/lease mechanisms, referred to above. Registration of frail care centres is required in terms of the Housing Development Schemes for Retired Persons Act. Share block and sectional title schemes are not as such registrable in terms of this Act. The Aged Persons Act is not relevant to the type of problems experienced by the residents of Pioneer Place.

The Alienation of Land Act, Act No. 68 of 1981

The provisions of this Act can be said to be aimed at protecting funds paid towards the acquisition of rights of ownership. Section 26 of the Alienation of Land Act, Act No. 68 of 1981, provides that a developer may not receive any portion of the purchase price until a unit sold is registrable.⁴ The restriction in terms of section 26 does not apply in respect of an amount entrusted to a legal practitioner or estate agent for keeping for the developer in the trust account of that practitioner or estate agent. The restriction is also not applicable if the purchaser is given a bank guarantee in terms of which the relevant banking institution undertakes to pay the said amount to the purchaser if the unit is not registrable within a specified period. In view of the fact that Pioneer Place was conducted as a share block scheme the provisions of this Act are not for present purposes relevant.

The Sectional Titles Act, Act No. 95 of 1986

The Sectional Titles Act makes possible the acquisition of rights of ownership in respect of parts, in other words, individual apartments or units in a building. In terms of section 9 of the Sectional Titles Act no developer may offer or advertise for sale, grant an option for the acquisition of, or sell, any unit or any undivided share in a unit in respect of any building and land, or any interest purporting to be a proposed unit or undivided share in a unit in respect of a building and land, unless a sectional title register has been opened in respect of that building and land. The Sectional Titles Act contains a range of measures relating to situations where ownership is obtained in the form of sectional title rights. The provisions of this Act are not relevant to the Pioneer Place development.

The Share Blocks Control Act, Act No. 59 of 1980

The Share Blocks Control Act applies when a share of a company confers a right to or an interest in the use of immovable property or any part of immovable property. Once a company, the shares of which confer a right to or an interest in the use of immovable property, has been incorporated under the Companies Act as a share block company, the developer may commence receiving money from purchasers of shares. Money may be so received even before the land has been acquired and the buildings have been erected to which the occupancy rights linked to the share blocks relate.⁵ The assets of a company belong to the company and not to its shareholders. This means that the shareholders of a share block company do not have a direct claim upon the assets of the company and can only share in such assets upon their liquidation and distribution. The shareholders are not owners of the assets of the company and any reference to ownership by the shareholder in this context is an inaccurate description of the shareholder's right.

A share block company does not have the power, except with the approval by a special resolution of a general meeting of the company, to alienate or cede any immovable property of which it is the owner or any of its rights to immovable property of which it is not the owner and in respect of which it operates a share block scheme [section 8 (1) (c)].

In terms of section 12 of the Share Blocks Control Act the members of a share block company other than the developer have the right to appoint directors of the share block company. If the members do not exceed 10 in number they have the right to appoint at least one of the directors. If they exceed 10 in number they have the right to appoint at least two of the directors of the company. The accounting records of a company are open to inspection by the directors of the company. The provisions of section 12 are presumably designed to afford members of a share block company a limited measure of control over the affairs of the company. The experience with the Pioneer Place development, however, demonstrates that the shareholder's right to participate in the management of a share block company is not always easily translated into effective or efficient operational control.

Even if mechanisms for the exercise of management participation were freely accessible, it is difficult to escape the conclusion that the specific group of shareholders, all being of advanced age and some of poor health, would nevertheless have been hard pressed to have utilised such mechanisms to their advantage.

The Housing Development Schemes for Retired Persons Act, Act No. 65 of 1988

This Act applies to transactions for the alienation of housing interests to retired persons. "Alienation" is defined as including the sale, exchange, lease, donation, grant or disposal otherwise of or the placing at the disposal of another of a "housing interest". A "housing interest" means, in relation to a housing development scheme, any right to claim transfer of the land to which the scheme relates, or to use or occupy that land. A "right of occupation" means the right of a purchaser of a housing interest—

- (a) which is subject to the payment of a fixed or determinable sum of money by way of a loan or otherwise, payable in one amount or in instalments, in addition to or in lieu of a levy, and whether or not such a sum of money is in whole or in part refundable to the purchaser or any other person or to the estate of the purchaser or of such other person; and
- (b) which confers the power to occupy a unit in a housing development scheme for the duration of the lifetime of a purchaser, or subject to section 7 of the act, any other person mentioned in the contract in terms of which the housing interest is acquired, but without conferring the power to claim transfer of the ownership of the unit to which the housing interest relates.

Sections 4A, 4B and 4C of this Act provide that the holder of a right of occupation shall have the same rights as those conferred upon a lessee in terms of a lease of land as contemplated in section 1 (2) of the Formalities in respect of Leases of Land Act, Act No. 18 of 1969. Unless at least 75 per cent of the holders of rights of occupation in a housing development scheme consent thereto the land concerned may not be alienated free from such rights. This Act did not apply to the Pioneer Place development at the outset of the project. If it were assumed that this Act would be applicable to a similar scheme today its effect would be to confer on residents a protected right of lease extending for at least ten years or for the natural life of that person. Although this might discourage liquidation in a particular case these statutory rights have also had the effect of restricting the availability of lending finance for life rights projects.

If it is known that "rights of occupation" are to be granted in respect of certain property it is possible that lenders might be less willing to provide finance for transactions involving that property. This may raise the cost of financing and of funding a particular development. Were funding to be found the residents of such a development would enjoy stronger security of tenancy but would probably have to pay more for the enhanced rights. In the event of the deterioration of the financial affairs of a share block company in a position similar to that of Pioneer Place, creditors might be less inclined to pursue the option of liquidation, as happened in the case of Pioneer Place. While it must be acknowledged that the Housing Development Schemes for Retired Persons Act affords consumers a certain degree of protection, the provisions of the Act appear to have restricted funding for collective housing projects for the aged.

V. Evaluation of the business practice

The Committee has concluded that the potential areas of concern regarding shareblock schemes providing housing to the elderly can conveniently be grouped into structural, financing, and management related problem areas. Problems occurring in the various areas may also impact upon one another.

Problems related to the legal structure of a development affect the nature and type of security provided, and the protection of the investor's occupational rights.

Problems related to the financial structure of a development arise in connection with the availability and administration of the funds required for bringing a development to completion and the preservation of the integrity of the investor's funds which have been placed at the disposal of the developer. When the capital finance received from shareholders and available for the establishment of essential physical plant in a share block scheme is inadequate for the construction or extension of infrastructure of a share block scheme, the funds collectable and collected as levies may be viewed by a developer as an additional source of funds available for application towards the financing of capital expenditures and the servicing of debt. If levies are employed towards this purpose, shortfalls may be generated of funds required for the payment of operational expenses. The older the physical plant involved, the greater the likelihood becomes that disproportionate and unanticipated costs for replacement, repair and maintenance may be incurred at an early stage of the project's life cycle. This may especially be the case when buildings are converted for a different use than the use for which they were originally planned.

Management problems are encountered in the area of the day to day management and administration of the affairs of a scheme. Of particular relevance in this regard is the degree of management participation in the affairs of the scheme allowed to residents of a share block development.

As shareholders in the company the Pioneer Place residents had an interest in having the value of their investments in the company preserved and maximised. As residents of the complex they may, however, have been faced with severe pressures to contain their cost of living and consequently to keep levies as low as possible.

It is doubtful whether as shareholders in the company, the residents could effectively exercise a supervisory function over management. The right of participation in the management of the company as structured by the Share Blocks Control Act, Act No. 59 of 1980,⁶ does not seem to strengthen materially the residents' influence over management.

A share block company is required in terms of section 13 of the Share Blocks Control Act to establish and maintain a levy fund in respect of the share block scheme it operates, sufficient, inter alia, for the repair, upkeep, control, management and administration of the company and of the immovable property in respect of which it operates the share block scheme, for the payment of rates and taxes and other local authority charges on the said immovable property, any charges for the supply of electric current, gas, water, fuel, and sanitary and any other services to the said immovable property.

It was pointed out by Wilmans that the company was not under the control of any outside parties. The company as a share block company owned the assets of the company. Wilmans also averred that it was the shareholders who were ultimately responsible for the physical and financial maintenance of the company. According to Wilmans it was the shareholders who had the final say about all management and expenditures, and, as a group, their position was no different from that of a private home-owner who bears responsibility himself for the payment of imposts such as municipal charges, i.e. rates, taxes, water, electricity, refuse removal etc. It was moreover the shareholders who were responsible for setting the level, and consequently also the magnitude, of the company's liabilities. According to Wilmans "the extent and viability of monthly budgetary and capital expenditure is totally at the discretion of the shareholders and they are under no outside pressure to incur any unwanted expenditure." In view of the decisive role which Wilmans played in the management of the affairs of the company and the fact that residents brought complaints to his notice at an early stage the Committee does not find Wilmans's apportionment of blame persuasive. As the developer and directive force of the company it does not behave Wilmans to shift responsibility for management decisions onto the shoulders of the shareholders.

The change in the character of the neighbourhood, and the attendant reduction in property values were ascribed by Wilmans to government policy at the time. The deterioration of the neighbourhood may have tended to lock shareholders into their investments. In the Committee's view inadequate management, administration and accounting practices were mainly responsible for most of the problems relating to Pioneer Place. The change in the character of the neighbourhood may have been a contributing factor.

VI. Conclusion and recommendations

In terms of the Harmful Business Practices Act action can essentially be taken only to ensure the discontinuance of a harmful business practice. The Act does not replace any criminal or civil legal remedies and does not enable restitution or compensation for investment losses suffered. Where criminal offences have been committed the law must still follow its course. If appropriate, prosecutions may be instituted. Civil legal remedies available to specific complainants, such as the cancellation of a contract or the institution of a claim for damages must still be pursued.

Although the termination of harmful business practices can be effected through the Harmful Business Practices Act, the Act cannot bring redress to consumers. While consumers should in their own interest ensure that the investment risk is reduced as much as possible, the residents of Pioneer Place can, however, hardly be said to have been in a position where they could effectively have protected their own interests.

It occurs frequently that information concerning an alleged harmful business practice is brought to the committee's attention at a stage when the actions giving rise to a situation such as the financial failure of a business have already run their course. Mismanagement of a company, involving harmful business practices, may result in the financial failure of that company at a time long after any evidence of a harmful business practice has disappeared. When proof is available of a harmful business practice, the Minister may take action to ensure that such a practice is discontinued.

When funds saved for old age are lost, persons of advanced years can seldom, whether by generating income from employment or in any other way, replenish savings that may have been gathered and nurtured over a lifetime. It is precisely such a loss which the residents of Pioneer Place sustained.

Pioneer Place has been placed under liquidation. While the wisdom of some of the decisions taken on behalf of the residents by those who were in control may be questioned, it must be acknowledged that exogenous factors may also have played a role in destabilising the company. The Committee, however, strongly suspects that the Pioneer Place project was not only flawed in concept and doomed from the outset, but that the project was poorly executed. Failure to comply with the provisions of the Share Blocks Control Act, and inattentive and discontinuous management aggravated the dangers in the business environment faced by the enterprise and ensured its eventual financial failure.

Wilmans resigned as chairman of the company as from 17 June 1988. The company was placed in provisional liquidation on 11 July 1989, and finally liquidated on 11 November 1989, by which time the company was, according to Wilmans, hopelessly insolvent. The new management installed in 1988 took charge of a ship that was already sinking. One of the problems which management of the enterprise has to contend with from the outset of the project, was the demands that were being made by the residents for the fulfilment of their expectations as promised by the developer. The committee cannot ignore the likelihood that it was in trying to satisfy some of these demands that management may have made poor decisions that eventually had fateful financial implications.

After Mr Bickels's resignation a considerable period elapsed before Wilmans asserted effective management control. A further considerable period elapsed after Wilmans's departure in June 1987 until Mr. Spero took over the reigns of management. This was arranged by Wilmans. It is clear that the lack of continuity in management was a major cause of the increasing instability of Pioneer Place. Being elderly and infirm the shareholders as a group were not possessed of the necessary acumen and expertise to be able to detect timeously and then act decisively upon the impending management disaster. In any event the necessary financial statements and other financial information were not available. The possibility cannot be ruled out that Wilmans could have exercised a greater degree of care to protect the interests of the residents. There is not sufficient evidence, however, to support a finding that any specific conduct amounted to an identifiable harmful business practice which must be stopped.

Although individual aged persons may be as competent, or even more competent than other members of society to protect their own interests, the elderly as a group have specific housing needs and specific weaknesses in guarding their financial and legal interest. This peculiar combination of needs and weaknesses exposes some of the elderly to particularly hurtful and harmful effects of failures in housing schemes.

The legal and financial structures that are available for providing housing to the elderly, apart from those falling within the purview of the Care of the Aged Act, are in principle the same as the mechanisms for providing housing to any individual or group and consist essentially of sectional title units, shares in a share block scheme, and leases (including life rights schemes). Sectional title provides security of title and tenure, but is relatively expensive. Share block schemes are cheaper to develop but have considerably less protection for the consumer. Leases that are not prepaid do not expose the consumer to excessive financial risk. Under the Housing Development Schemes for Retired Persons Act, 1988, so-called life rights schemes (equivalent to prepaid leases) extending for the lifetime of the lessee or his spouse are now subject to a statutorily protected lease. (This protection, however, has discouraged lenders to advance financing for the development of projects structured on the basis of leases.)

The success of an enterprise, whether a share block company or some other type of enterprise, is not inevitable. The events which resulted in the failure of Pioneer Place lead the Committee to believe that there may be justification for the institution of some form of financial supervision, intended not to ensuring the success of share block schemes, but to enable earlier detection and the facilitation of the prevention of financial failure of such schemes.

No action by the Minister, in terms of section 12 of the Act, against the parties is consequently recommended.

PROF. LOUISE TAGER,

Chairman: Business Practices Committee.

Footnotes

1. See the *Third Report of the Committee of Investigation into the Housing Needs of Retired Persons*, Development and Housing Board, 1987.
2. October 1987, Development and Housing Board, p 3.
3. *Sectional Titles, Share Blocks and Time-Sharing*, C. G. van der Merwe and D. W. Butler, Butterworths Durban (1985) 20.
4. See Van der Merwe and Butler *Sectional Titles, Share Blocks and Time-Sharing*, 123, 372.
5. See Van der Merwe and Butler, op.cit., 372.
6. Any share in a share block scheme confers the same vote as every other share of the company [sect. 10 (a)] and any share of a share block company must confer a right to vote at any meeting of the company [sect. 3 (1) (b)].

BYLAE

SAKEPRAKTYKEKOMITEE

VERSLAG KRAGTENS ARTIKEL 10 (1) VAN DIE WET OP SKADELIKE SAKEPRAKTYKE, 1988 (WET No. 71 VAN 1988)

Verslag No. 11

NGWENYA INVESTMENTS CC; A. W. WILMANS; PIONEER PARK SHARE BLOCK (EDMS.) BPK.; EN ANDERE

INHOUD

- I. Inleiding.
- II. Die partye.
- III. Die sakepraktyk.
- IV. Die wetlike en kommersiële raamwerk van die voorsiening van behuising vir bejaardes.
- V. Evaluering van die sakepraktyk.
- VI. Samevatting en aanbevelings.

I. Inleiding

Die Sakepraktykekomitee het kragtens artikel 8 (1) (a) van die Wet op Skadelike Sakepraktyke, 1988 ("die Wet"), ondersoek ingestel na 'n sakepraktyk wat toegepas is deur Ngwenya Investments CC ("Ngwenya"), Pioneer Park Share Block (Pty) Ltd, mnr. A. W. Wilmans ("Wilmans"), en andere. Kragtens artikel 8 (4) van die Wet is daar kennis gegee van die ondersoek in Algemene Kennisgewing No. 868 van 1988 soos gepubliseer in *Staatskoerant* No. 11606 van 15 Desember 1988.

Ngwenya Investments CC het opgetree as 'n ontwikkelaar van verskeie aftreesentra en was die promotor en verkoper van aandele in die betrokke aandeelblokmaatskappye. Die aftreesentra wat deur Ngwenya ontwikkel is, is bewoon deur bejaarde en soms verswakte mense.

Inwoners van Pioneer Place het reeds in 1987 bewus geword van en gekla oor probleme met die bestuur van Pioneer Place. Koste was besig om dramaties te styg en die bestuur het oënskynlik probleme ondervind om beheer uit te oefen. Dienste is onderbreek en heffings het geëskaleer. Die inwoners was van mening dat hulle lewenskwaliteit besig was om te daal en dat hulle besitsekereheid bedreig is. Die onderneming het eindelijk misluk en is op 7 November 1989 finaal gelikwideer. Alternatiewe akkommodasie moes vir die inwoners gevind word.

Die inwoners van ontwikkelings soos Pioneer Place en Pioneer Park het regte verkry om eenhede in verskeie woonstelblokke te okkupeer. Die wetlike raamwerk waarkragtens hierdie regte bekom is, was gegrond op die verkryging van aandele in 'n aandeelblokmaatskappy wat 'n belang in die betrokke gebou het. Inwoners het aandeel verkry in en is gevra om 'n lening te maak aan die maatskappy. Hulle het ook onderneem om 'n gereelde heffing, van 'n bedrag wat van tyd tot tyd deur die direkteure bepaal sou word, aan die maatskappy te betaal.

Die inwoners was dus aandeelhouers in 'n onderneming wat hoofsaaklik die gebou geadministreer het waarin die aandeelhouers woonstelle geokkupeer het. Die aandeelhouers het 'n tweeledige belang in die suksesvolle administrasie en bestuur van die onderneming gehad. As aandeelhouers het hulle 'n finansiële belang by die sukses van die onderneming gehad. As inwoners van die gebou wat aan die onderneming behoort het en deur hom bestuur is, sou die sukses of ondergang van die onderneming vir hulle die verskil beteken tussen haweloosheid en om 'n heenkome te hê.

Die aandeelhouers se hele daaglikse bestaan was ten nouste verbonde aan die sukses of ondergang van die onderneming en is direk geraak deur die gehalte van die bestuur daarvan. Die ondergang van die onderneming sou nie net 'n feitlike onomkeerbare finansiële terugslag wees nie, maar in baie gevalle sou dit ook die inwoners die sekuriteit van 'n woonplek ontnem het.

Die oorlewing van die besigheid het afgehang van die doeltreffende administrasie en bestuur van sy sake, en veral van die voortgesette invloed van heffings wat nodig was om die uitgawes te finansier. (Die heffings kan beskou word as die prys betaalbaar vir dienste gelewer deur 'n aandeelblokmaatskappy. Die dienste word gewoonlik teen 'n koste deur die maatskappy verkry en word dan aan die inwoners gelewer.)

Dienste van hierdie aard sluit in, byvoorbeeld, mediese dienste gelewer deur 'n afdeling vir verswakte bejaardes, die voorsiening van water en elektrisiteit, huishoudelike skoonmaakdienste, veiligheid, administrasie, finansiële bestuur, instandhouding van geboue, vervoerdienste en spyseniering. Besteding aan hierdie tipes dienste king aan hierdie tipes dienste kan nie realisties befonds word deur die aandeelhouers se aanvanklike kapitaalbesteding nie, wat hoofsaaklik aangewend word vir die aankoop of gebruik van die basiese fisiese strukture soos geboue, terreine en omringende paaie. Besteding aan dienste en ander bedryfskoste moet gevolglik befonds word uit 'n deurlopende inkomstestroom, naamlik die heffings.

II. Die partye

Wilmans was die enigste lid van Ngwenya. Een van die sentra wat deur Ngwenya ontwikkel is, is Pioneer Place, wat bedryf is as 'n aandeelblokmaatskappy wat die geregistreerde eienaar was van 'n gebou wat 96 woonstelle bevat het, geleë te Soperweg 12, Berea, Johannesburg. 'n Verband is op die eiendom geregistreer. Die Pioneer Park Centre was geleë te Umhlanga Rocks.

Ngwenya het die basiese infrastruktuur van die ontwikkeling daargestel. Hy het toesig gehou oor die installasie van toerusting asook oor spysenierings- en veiligheidsreëlins en het die aanvanklike bestuursbeleid en -raamwerk verskaf. Volgens Wilmans het daardie beleid reëls en riglyne vir die uiteindelijke voortsetting van bestuur deur aandeelhouers beoog. Indien dit die bedoeling van die ontwikkelaar was, is daardie bedoeling nie suksesvol uitgevoer nie.

Afgesien daarvan dat hy as ontwikkelaar aandele in die aandeelblokmaatskappy Pioneer Place gehou het, het Ngwenya bestuurs- en administratiewe dienste aan die verskillende aftreesentra voorsien. Hy het aanvanklik as bestuursagent vir die maatskappy gedien. Ngwenya het die Pioneer Place-projek gedurende 1985 en 1986 ontwerp en van stapel gestuur. Hy het gedurende 1987 opgehou om as ontwikkelaar van Pioneer Place op te tree, en het daarna die maatskappy se aftreebesigheid bestuur. Vanaf 15 April 1988 was sy enigste betrokkenheid as aandeelhouer.

Die sakepraktyk soos toegepas met betrekking tot Pioneer Place, maak die hoofonderwerp van hierdie verslag uit. Wilmans het blykbaar de facto-beheer oor die maatskappy uitgeoefen. Die werklike bestuur was aanvanklik die verantwoordelikheid van 'n mnr. Bickel, wat in daardie stadium 'n beampte van Ngwenya en 'n direkteur van die maatskappy was. Mnr. Bickel het verantwoordelikheid gehad vir die opknapping van die gebou, bemarking, advertering, personeelkeuring en bestuur. Hy het op 14 September 1987 as direkteur bedank.

Ingevolge die gebruiksooreenkoms wat die inwoners en die maatskappy aangegaan het, moes die dienste en fasiliteite by Pioneer Place deur Pioneer Acceptances Limited geadministreer en bestuur word op 'n jaarliks hernubare grondslag; die ooreenkoms kon deur enigeen van die partye beëindig word met ses maande skriftelike kennisgewing.

Party van die reëls en riglyne vir aandeelhouerbestuur is vervat in die gebruiksooreenkomste. Hierdie reëls was onderworpe aan wysiging deur die aandeelhouders. Teen die einde van 1987 is 'n verdere bestuursooreenkoms gereël met ene mnr. P. J. Spero, wat sake doen as Pioneer Retirement Services BK. Pioneer Retirement Services het in hierdie hoedanigheid voortgegaan tot 31 Maart 1989. Mnr. Spero het ook 14 woonstelle in Pioneer Place van Wilmans gekoop.

III. Die sakepraktyk

Advertensiemateriaal vir Pioneer Place het verklaar dat inwoners van dié ontwikkeling die aand van hulle lewe in 'n atmosfeer van gemak en sekuriteit sou kon deurbring. Selfs in Februarie 1987 is daar nog in advertensies aan die hand gedoen dat die koop van aandele in Pioneer Place bejaardes ook sal beskerm teen die stygende lewenskoste. Die aankoop van aandele in die Pioneer Place-aandeleblokskema is beskryf as "eiendomsbeleggings".

Volgens advertensies vir Pioneer Place sou inwoners, deur in eenhede in Pioneer Place te belê, die volgende dienste en voordele bekom:

Professionele bestuur; 24-uur-sekuriteit; 'n 24-uur-fasiliteit vir verswakte bejaardes; wassery- en linnediens; chauffeurdienste; lae heffings en diensgelde; en sekerheid van eiendomsreg.

Weinig van hierdie beloftes is nagekom. Die rustige en vreedsame atmosfeer wat in advertensies belowe is, is nie verwerklik nie.

Gedurende 1987 en 1988 het die inwoners van Pioneer Place bewus geword van verskeie probleme met die bestuur van die skema en het hulle klagtes aan Wilmans oorgedra, wat óf versuim het óf nie in 'n posisie was om doeltreffend te reageer nie. 'n Verskeidenheid probleme is oor 'n lang tyd ondervind en klagtes is herhaaldelik onder die bestuur se aandag gebring. Die inwoners was ontevrede met hoë heffings en heffingstygings, buitensporige kapitaalbesteding, versuim om die gebou te laat verseker en tekortkominge in die fasiliteite en dienste wat voorsien is. Hoë kapitaalbesteding is aangegaan vir die instandhouding van fisiese toerusting. Dit het aansienlike heffingstygings tot gevolg gehad.

Klagtes oor die dienste was hoofsaaklik in verband met ontoereikende sekuriteits- en verplegingsfasiliteite, die bereiding van maaltye, vervoer en wasserydienste en swak instandhouding van geboue. Telefoon- en hysbakdienste was wisselvallig as gevolg van ongereguleerde betaling van rekeninge. Daar was dikwels nie warm water nie en salarisse is ook lukraak betaal. Die inwoners was onder die indruk gebring dat die betrokke dienste beskikbaar sou wees, en hulle het juis as gevolg van voorstellings in verband met hierdie dienste aandele in die maatskappy gekoop.

Teen die einde van 1987 was die finansiële en administratiewe bestuurstelsel op die punt om in duie te stort. In Februarie 1989 het die maatskappy nie die verbandbetalings aan die verbandhouer gedoen nie. Finansiële state is nie opgestel soos vereis deur die Maatskappywet nie, en was ook nie beskikbaar nie. Alle pogings om boek te hou is gestaak. (Die inwonerskomitee sou uiteindelik die aanstelling van 'n boekhouer oorweeg.) Die inwoners het ook herhaaldelik gekla dat hulle in die duister gelaat is oor die finansiële aangeleenthede van die maatskappy en dat hulle nie state ontvang het nie.

'n Inwonerskomitee is saamgeroep en het met Wilmans onderhandel. Die komitee het gekla dat daar ontoereikende kommunikasie tussen die bestuur van die maatskappy en die aandeelhouders was, en dat die bestuur verskeie aksies onderneem het sonder om die aandeelhouders te raadpleeg. Die bestuur van Pioneer Place se sake is deur verskeie mense behartig.

Die kombuis- en spysenieringsfasiliteite is oorspronklik deur 'n buitekontraakteur voorsien. Volgens Wilmans was die inwoners ontevrede met die diens wat deur hierdie kontraakteur gelewer is, wat die beëindiging van sy kontrak deur die maatskappy tot gevolg gehad het. 'n Nuwe spysenierings- en kombuisdiens moes gevolglik ingestel word. Hierdie gebeure het 'n aansienlike negatiewe uitwerking op die finansies van die maatskappy gehad.

Besorgdheid oor die hoë koste van elektrisiteitsverbruik het gelei tot die installering van 'n steenkool-ketelstelsel. In die konsep jaarlikse finansiële state van die maatskappy, gedateer 29 Februarie 1988, is opgemerk dat verskeie tegniese probleme gedurende die finansiële jaar met 'n ketel ondervind is. Dit het gelei tot 'n dreigement van regstappe deur die maatskappy.

Wilmans het aangevoer dat aangesien die Poskantoor nie voldoende lyne gehad het om in die vraag na telefone vir individuele kamers te voorsien nie, 'n skakelbord geïnstalleer moes word. Dit is teen aansienlike koste gedoen.

Die installering van sowel die nuwe ketelstelsel as die skakelbord is met geleende kapitaal gefinansier, sodat hierdie uitgawes nie onmiddellik tot hoër heffings gelei het nie. Die maatskappy is nietemin belas met swaar verpligtinge rakende die terugbetaling van kapitaal en rente.

Wilmans se optrede met betrekking tot die ketelstelsel, die skakelbord en die spysenieringsreëlins is goedgekeur by 'n spesiale algemene vergadering van die maatskappy wat op 14 September 1987 gehou is.

By 'n spesiale algemene vergadering van die maatskappy, gehou in Maart 1988, vir 'n bespreking van onder andere die nuwe heffingsbegrotings en toewysings van fondse wat namens die maatskappy deur Ngwenya bestee is, het 'n aantal aandeelhouders hulle ontsteltenis uitgespreek oor wat hulle beskou het as die hoër lewenskoste by Pioneer Place. 'n Besluit waarin 'n ondersoek na die administrasie by Pioneer Place gevra word, is met Wilmans se steun aangeneem. Die voorgenome ondersoek kon nie behoorlik befonds word nie en het nie daarin geslaag om beduidende resultate op te lewer nie. Wilmans het op 17 Junie 1988 bedank as voorsitter van die maatskappy. Die inwonende bestuurder in daardie stadium het ook bedank. Teen die einde van 1988 is mnr P. Spero op voorstel van Wilmans aangestel ten einde bestuurs- en spyseniersdiensdienste by Pioneer Place te lewer. Mnr. Spero het in 'n soortgelyke hoedanigheid opgetree by 'n aantal ander aftreesentra wat deur Wilmans bedryf is, waar hy in diens van Ngwenya Investments was. Die maatskappy is op 11 Julie 1989 in voorlopige likwidasië geplaas en is finaal gelikwideer op 11 November 1989, toe die maatskappy, volgens Wilmans, hope-loos insolvent was.

Die inwoners het aangevoer dat hulle mislei is oor die geboue en dienste wat na belofte voorsien sou word. Die kombuistoerusting is oorspronklik kragtens 'n huurooreenkoms voorsien. Toe die kontrak verval, is die toerusting verwyder en moes dit vervang word. Inwoners het beweer dat hulle nie ingelig is dat hierdie toerusting nie die eiendom van Pioneer Place was nie en dat hulle nie die moontlike vervanging daarvan oorweeg het toe hulle hulle aandeel gekoop het nie. Daar bestaan geen twyfel nie dat daar 'n groot verskil was tussen wat die inwoners wel ontvang het en wat hulle om goeie redes verwag het.

Op 29 Februarie 1988 was daar 'n heffingstekort van R34 270, en daar is oorweeg dat dit uitgeskakel moes word deur 'n spesiale heffing. Baie van die aandeelhouders was agterstallig met die betaling van hulle heffings. Dit het ingesluit heffings met betrekking tot ongeveer 24 eenhede wat besit is deur Wilmans/Ngwenya Investments. Wilmans voer aan dat hy nie die maatskappy enige geld geskuld het met betrekking tot sodanige heffings nie en beweer dat enige betaling van heffings wat weerhou is, 'n regmatige verrekening was met betrekking tot geld wat die maatskappy aan hom verskuldig was. Die agterstallige heffings het 'n reeds kritieke finansiële posisie vererger. Gedurende Julie 1988 het Spero gedreig om regstappe te doen teen inwoners wat agterstallig was met die betaling van hulle heffings of wat heffings nie betyds betaal het nie.

Hoewel Pioneer Place 96 mense kon akkommodeer, het okkupasie teen Februarie 1988 gedaal tot 32 aandeelhouders en 10 huurders. Van die oorblywende inwoners was een op die punt om te vertrek en 'n ander was ernstig siek. Die dalende okkupasiekoers is skynbaar in die hand gewerk deur 'n ernstige agteruitgang van die buurt. Volgens Spero het die buurt misdadig en heeltemal onveilig vir bejaardes geword.

Sewentien eenhede was leeg omdat hulle inwoners oorlede is. Twee ander inwoners is na 'n psigiatrisie inrigting oorgeplaas. Die invordering van heffings met betrekking tot hierdie eenhede was klaarblyklik 'n groot probleem, veral waar 'n bestorwe boedel betrokke was.

Die dalende okkupasiekoers was die gevolg van die nievervanging van inwoners. Die bemerking van eenhede in Pioneer Place deur óf die ontwikkelaar óf die bestuur het ongereguleerd en sporadies geword. Die verswakte toestande by Pioneer Place en die ontevredenheid van inwoners het die verkoop van eenhede deur die inwoners geensins makliker gemaak nie. Die feit dat geen nuwe aandeelhouders gewerf is nie, het 'n uitwerking gehad op die maatskappy se vermoë om sy uitstaande lening te verminder en ook op die heffingsfonds, wat die enigste bron van finansiering vir bedryfskoste was.

Gedurende Desember 1988 het mnr. Spero aandeelhouders ingelig dat, in die lig van die heffingstekort, daar van hulle verwag sou word om 'n spesiale heffing van R425 per eenheid te betaal. As gevolg van hierdie kennisgewing is 'n vergadering van die inwonende aandeelhouders belê vir 22 Desember 1988. By hierdie vergadering het aandeelhouders besluit om te weier om die spesiale heffing te betaal. Uit die beskikbare inligting is dit duidelik dat die maatskappy 'n kontanttekort ondervind het en 'n finansiële krisis in die gesig gestaar het. Die aandeelhouders is egter nie genoegsaam ingelig hieroor nie en het nie die aard en die erns van die krisis beseef nie, wat gelei het tot hulle weiering om met mnr. Spero saam te werk.

Die ondersoek na die aangeleenthede van Pioneer Place het verskeie ongerymdhede aan die lig gebring:

- (i) Ngwenya het nie voldoende inligting bekendgemaak wat van belang was vir beleggers nie en het nie behoorlik verslag aan hulle gedoen nie. Wilmans het nie doeltreffend gereageer op versoeke deur die inwoners vir inligting betreffende die sake van die maatskappy nie. Die inwonerskomitee het gekla dat daar 'n gebrek aan kommunikasie tussen die bestuur van die maatskappy en die aandeelhouders was.
- (ii) Aandeelhouders is nie betyds ingelig oor die maatskappy se tegniese insolvensie nie.
- (iii) Direkteure en aandeelhouders is nie formeel in kennis gestel dat die verbandbetalings van Pioneer Place agterstallig was nie.
- (iv) Aandeelhouders is nie vooraf kennis gegee van die reëlins vir 'n verdere voorskot ten einde die kombuis nuut uit te rus nie.
- (v) Die rekeningboeke van die maatskappy was nie op datum nie. Die maatskappy se verpligtinge en solvensie kon nie met akkuraatheid vasgestel word nie.
- (vi) Finansiële state vir die jaar geëindig 29 Februarie 1988 is nie goedgekeur nie.
- (vii) Finansiële state vir die jaar geëindig 28 Februarie 1989 is nie opgestel nie.

In die geval van Pioneer Gardens Share Block (Pty) Ltd (Umhlanga Rocks) Ngwenya Investments Corporation, waarvan Wilmans die enigste lid was, is daar nie voldoen aan artikel 15 van die Wet op die Beheer van Aandeleblokke, 1980, nie. Artikel 15 vereis dat sekere fondse gestort moet word in 'n aparte trustrekening of toevertrou moet word aan 'n praktisyn of 'n eiendomsagent. Ngwenya het betalings van kliënte ontvang en het versuim om die toegewysde bedrae direk aan die verbandhouders te betaal of om die bedrae terug te hou in 'n trustrekening of om die fondse te gebruik om die verband af te betaal. 'n Bedrag van R350 000 is na Ngwenya se lopende rekening oorgeplaas. Nadat hierdie ondersoek begin het, het Wilmans onderneem om genoemde bedrag behoorlik te hanteer.

IV. Die wetlike en kommersiële raamwerk van die voorsiening van behuising aan bejaardes

Die tipes probleme wat bejaardes ondervind met betrekking tot verskeie behuisingskemas kan oor die algemeen toegeskryf word aan probleme wat verband hou met die finansiering, die regstruktuur, of die bestuur van projekte.

By die beoordeling van die bestaan al dan nie van skadelike sakepraktyke in die onderhawige geval het die Komitee kennis geneem van sowel die onderliggende wetlike raamwerk as die kommersiële konteks van die posisie van die inwoners.

Hoewel bejaardes soms opgehoopte fondse kan hê, kan hulle ook tot die lae-inkomstegroep behoort. Baie bejaardes het nie opgehoopte fondse (spaargeld) of enige noemenswaardige inkomste afgesien van 'n Staatsouderdomspensioen nie. Namate die demografiese samestelling van die samelewing verander, verskeer die steeds toenemende getalle bejaardes as 'n persentasie van die totale bevolking dat probleme in hierdie verband eerder sal toeneem as wat dit sal afneem.¹

In die *Derde Verslag van die Komitee van Ondersoek na Behuising vir Afgetrede Persone* word opgemerk dat huidige demografiese tendense kan lei tot 'n agteruitgang in behuisingstoestande vir bejaardes. Daar is gesê dat die Regering se beleid betreffende Staatsubsidiëring van behuisingsvoorsiening vir bejaardes die primêre verantwoordelikheid vir die verskaffing van behuising aan bejaardes op die individu en die private sektor plaas en dat die Staat betrokke moet raak slegs wanneer hierdie partye nie in die behoefte kan voorsien nie. As deel van 'n verarmde en verarmende Derde Wêreld maak Suid-Afrika se ekonomiese situasie dit toenemend onwaarskynlik dat die belastingbetaler en dus die Staat ooit in 'n posisie sal wees om 'n betekenisvolle finansiële bydrae vir die voorsiening van behuising vir bejaardes te maak. Indien huidige tendense van die verhouding van die geval belastingbetalers tot die getal bejaardes geprojekteer word, is dit duidelik dat die las vir die finansiering van 'n toenemende vraag na dienste vir bejaardes geplaas sal word op 'n krimpende bevolking van belastingbetalers. Daar moet as 'n gegewe ekonomiese realiteit aanvaar word dat behuisingsvoorsiening vir bejaardes feitlik die uitsluitlike taak van die private sektor sal wees en befonds sal word uit fondse wat nie van die belastingbetaler afkomstig is nie.

Die voorsiening van behuising aan bejaardes in skemas wat akkommodasie bied aan groepe eerder as individue, word aangemoedig deur oorwegings soos die noodsaaklikheid daarvan om koste te bespaar en die behoeftes aan fisiese sekuriteit en toegang tot mediese dienste. Verskeie skemas van hierdie aard is gedurende die afgelope paar dekades onderneem. Hoewel baie daarvan bevredigend bedryf word, het 'n aantal ondergegaan met aansienlike verliese vir inwoners.

Daar is geen objektiewe maatstaf om te bepaal wat 'n maksimum "aanvaarbare" vlak van verbruikersklagtes op 'n spesifieke gebied uitmaak nie. Die Sakepraktykekomitee is nietemin bekommerd oor die stygende aantal klagtes oor die verskaffing van behuising oor die algemeen, maar meer spesifiek waar die lae-inkomstegroep of bejaardes betrokke is.

Behuisingskemas vir bejaardes veroorsaak reeds baie jare lank chroniese en oënskynlik onhandelbare probleme. Gedurende 1986 is 'n komitee deur die Regering aangestel om ingevolge artikel 61 (1) van die Wet op Ontwikkeling en Behuising, Wet No. 103 van 1985, ondersoek in te stel na onder andere die behuisingsbehoefte van, en die sekerheid van eiendomsreg met betrekking tot behuising vir afgetrede persone. Die aanbevelings van hierdie komitee het onder andere gekulmineer in die verordening van die Wet op Behuisingsontwikkelingmas vir Afgetrede Persone, Wet No. 65 van 1988. Die probleme wat voortdurend op hierdie gebied ondervind word, toon dat verdere oplossings gevind sal moet word.

Behuisings- en versorgingsbehoefte van bejaardes

Afhangende van die spesifieke aard van die skema sal 'n omvattende behuisingspakket vir bejaardes waarskynlik alle of sekere van die volgende elemente bevat, afgesien daarvan om 'n dak oor die okkupeerders se koppe te verskaf:

1. Mediese dienste. (Dit kan wissel van periodieke besoeke deur 'n paramediese beampte soos 'n verpleegkundige tot 'n reëling met 'n plaaslike mediese dokter om gereeld besoek af te lê by die kompleks, of die voorsiening van 'n behoorlike mediese eenheid op die perseel, wat oor die algemeen beskryf word as 'n afdeling vir verswakte bejaardes.)
2. Die voorsiening van water en elektrisiteit.
3. Die betaling van munisipale belastinge.
4. Die voorsiening van maaltye.
5. Sekuriteitsbeheer oor gebou en terrein.
6. Kommunale vervoer, bestaande uit byvoorbeeld 'n motor of minibas en die dienste van 'n bestuurder.
7. Skoonmaakdienste.
8. Dienspersoneel.
9. Noodkommunikasieverbindings.
10. Ontspanningsfasiliteite.
11. Finansiële en organisatoriese administrasie en bestuur van die skema.

Tipes akkommodasie vir bejaardes

In die *Derde Verslag van die Komitee van Ondersoek na Behuising vir Afgetrede Persone* word opgemerk dat behuisingsbehoefte verander namate mense ouer word, en dat die proporsionele toename van bejaardes, relatief tot die bevolking as geheel, dus die (nasionale) behuisingsbalans sal destabiliseer. Indien dit nie die geval was nie, sou bejaardes dieselfde behuising kon okkupeer as wat hulle tradisioneel geokkupeer het.² Die Verslag tref 'n onderskeid tussen twee kategorieë behuisingsvoorraad beskikbaar vir bejaardes:

Kategorie I: Behuising wat spesifiek ontwerp of aangepas is om te voorsien in die behoeftes van bejaardes, byvoorbeeld tehuse vir bejaardes, aftree-orde en woonhuise met sekuriteitsmaatreëls.

Kategorie II: Behuising wat voorheen deur 'n bejaarde persoon geokkupeer is maar wat opgegee is omdat dit nie meer geskik was vir die doel nie, byvoorbeeld 'n onnodig groot huis of 'n huis wat 'n sekuriteitsrisiko inhou, of nie die nodige ondersteuningsdienste het nie.

Afhangende van faktore soos die gesondheidstoestand, ouderdom, familiebande, beskikbaarheid van finansiële hulpbronne, bekendheid met die buurt, die relatiewe voorkeur vir privaatheid en onafhanklikheid, die behoefte aan sekuriteit, die bekikbaarheid van vervoer, sielkundige oorwegings en dies meer, kan individue verskillende tipes akkommodasie verkies.

Wetlike en finansiële strukture

Wanneer die Staat nie in die behuisings- en versorgingsbehoefte van bejaardes voorsien nie, speel die wetlike en finansiële strukture wat die raamwerk verskaf waarbinne daar privaat aan hierdie behoeftes voldoen word, 'n besonder belangrike rol.

By die beoordeling van die sekuriteit van die belange van beleggers in skemas wat behuising vir bejaardes verskaf, moet spesiale aandag geskenk word aan die volgende aspekte, naamlik die aard van die behuisingsreg wat verkry word, die vorm van betaling en bestuursmeganismes en -vermoë.

Wat die aard van die behuisingsreg betref, moet die konvensionele onderskeid getref word tussen saaklike en persoonlike regte. Dit is 'n wesentlike onderskeid wat uiters belangrik is vir almal wat behuisingsregte van enige aard verkry of uitoefen. Die kritieke verskil in die onderhawige konteks tussen behuisingsregte in die vorm van saaklike regte en behuisingsregte in die vorm van persoonlike regte is dat eersgenoemde sekerheid van titel in die vorm van eiendomsreg verleen en dat laasgenoemde dit nie doen nie. Voorbeelde van behuisingsbelange in die vorm van persoonlike regte, is regte kragtens huurkontrakte, sogenaamde lewensregte en aandeelhoudersregte kragtens aandeelblokskemas. Voorbeelde van behuisingsbelange in die vorm van saaklike regte is deeltitelregte of konvensionele saaklike eiendomsreg.

Met betrekking tot die vorm van betaling is die kritieke onderskeid tussen voorafbetaling vir die behuisingsbelang en gefaseerde of verspreide betaling; laasgenoemde kom byvoorbeeld voor kragtens huurkontrakte waar die ontvanger van die okkupasie opeenvolgende tydperke van akkommodasie verkry, wat afgewissel word met betalings vir, elke tydperk van okkupasie wat verkry is. Dit is duidelik dat waar die metode van betaling voorafbetaling is maar die reg wat ontvang word 'n persoonlike reg is, die gebruiker blootgestel gaan word aan finansiële verlies.

Die basiese wetlike en finansiële strukture wat gebruik word vir die voorsiening van behuising aan bejaardes, kan gerieflik ontleed word met 'n matriks wat onderskei tussen huur, eiendomsreg en ander kontraktuele meganismes aan die een kant en tussen kontraktuele en korporatiewe meganismes aan die ander kant. 'n Kontraktuele/huurmeganisme sou dus 'n situasie behels waar die huurder behuising verkry op die grondslag van 'n kontraktuele huurooreenkoms. Dit kan die geval wees in ouetehuse waar die inwoner byvoorbeeld akkommodasie as loseerder geniet.

In hierdie kategorie val ook skemas soos die sogenaamde lewensregskemas waar die verbruiker die reg kan ontvang om 'n eenheid in 'n behuisingskema te okkuper vir die duur van sy lewe in ruil vir 'n donasie, die betaling van 'n bedrag geld of die toestaan van 'n lening aan die ontwikkelaar.

Die belangrikse verskil tussen hierdie situasie en 'n gewone huurooreenkoms is dat in die geval van die lewensreg die verbruiker kapitaal voorsien in die vorm van 'n lening, en dus effektief 'n vooruitbetaling maak vir die voordele wat hy nog moet ontvang. Kragtens die gemenerreg verkry die verbruiker geen saaklike reg soos sekuriteit in die vorm van 'n verband of titel op eiendom in ruil vir sy bydrae van fondse nie. Reëlins van hierdie aard word nou gedek deur die Wet op Behuisingsontwikkelingskemas vir Afgetrede Persone, Wet No. 65 van 1988.

Deeltitelregte is 'n voorbeeld van 'n kombinasie van die kontraktuele en korporatiewe meganismes. Die kontraktuele element het betrekking op die aard van die verbruiker se eiendomsreg, terwyl die korporatiewe element betrekking het op die feit dat die bestuur van 'n deeltitelontwikkeling berus by 'n regs persoon wat gestig word kragtens die Wet op Deeltitels. Hoewel die verbruiker in 'n deeltitelskema 'n vooruitbetaling maak, word die gelde wat aldus betaal word, gewoonlik beskerm deur die meganismes vir die verkryging van geregistreerde eiendomsreg. Die verbruiker ontvang eiendomsreg in ruil vir sy vooruitbetaling. Hierdie ooreenkomste word hanteer deur die Wet op Deeltitels, Wet No. 95 van 1986.

In die geval van aandeelblokskemas het verbruikers regte tot akkommodasie op grond van 'n gebruiksooreenkoms, terwyl hulle ook 'n beperkte reg tot deelname aan die bestuur van 'n onderneming het, wat gekoppel is aan hulle aandeelhouding in 'n aandeelblokmaatskappy. Ingevolge artikel 4 van die Wet op die Beheer van Aandeelblokke, Wet No. 59 van 1980, word daar aanvaar dat 'n maatskappy 'n aandeelblokskema bedryf indien enige aandeel van die maatskappy 'n reg op of 'n belang in die gebruik van vaste eiendom of enige deel van vaste eiendom verleen.

Indien die wetlike struktuur wat gebruik word in 'n gegewe geval nie saaklike regte aan die verbruiker verleen nie, is dit van kritieke belang vir verbruikers of daar 'n aansienlike vooruitbetaling van hulle verwag word voordat die behuisingsvoordele wat voorsien moet word, ontvang word.

Waar deeltitel gebruik word, is die fondse en belange van die verbruiker basies veilig. Hierdie sekuriteit is die gevolg van die feit dat in ruil vir fondse wat voorgeskiet word, die verbruiker 'n saaklike reg van eiendomsreg verkry wat op sy naam geregistreer is. Wanneer registrasie eers plaasgevind het, is die verbruiker, wat sy eiendomsregte betref, beskerm teen die daaropvolgende finansiële teëspoed van die ontwikkelaar/verkoper.

Die sekuriteit van eiendomsreg wat deur saaklike regte gebied word, is 'n belangrike voordeel vir die eienaar. Wanneer eiendomsreg van eiendom eers op die naam van 'n nuwe eienaar geregistreer is, is die finansiële welstand van die vorige eienaar onbelangrik. Hoewel alle eiendomsregte deur handelinge soos onteiening bedreig kan word, is 'n eienaar van eiendom, algemeen gesproke, in 'n baie sterker posisie betreffende daardie eiendom as iemand wat 'n persoonlike reg geniet, soos 'n huurder kragtens 'n huurkontrak.

Wanneer behuisingsregte in die vorm van 'n persoonlike reg bekom word, soos ingevolge 'n huurkontrak, word die huurder se betaling vir die behuisingsreg gewoonlik op 'n periodieke grondslag bepaal, byvoorbeeld op 'n maandelikse grondslag. Enkelbedragvooruitbetalings vir lang tydperke ingevolge huurkontrakte kom wel voor. Hoewel die huurder wat op 'n periodieke grondslag huur betaal nie 'n saaklike reg in die vorm van 'n eiendomsreg ontvang nie, betaal hy in hierdie geval dus ook nie 'n groot enkelbedrag in ruil vir die meer beperkte behuisingsreg nie. Sy finansiële risiko is dus in ooreenstemming met die beperkte tydperke van akkommodasie wat verkry word.

Finansiering

'n Aantal skemas is die laaste tyd ontwikkel ingevolge waarvan behuisingsregte in die vorm van persoonlike regte toegestaan word, maar waar betaling vir hierdie regte die vorm aanneem van 'n enkelbedrag wat vooruitbetaalbaar is. In hierdie gevalle is die bewoner 'n uitlener sonder sekuriteit.

Wanneer hierdie tipe reëling aangegaan word, dra die bewoner by tot die risikokapitaal vir die behuisingsonderneming. Wanneer hy dit doen, onderneem hy ook 'n risiko wat hy as leek miskien nie ten volle verstaan nie. Dit is die risiko van die sukses of mislukking van die onderneming. Hierdie risiko sluit in die risiko's van sowel finansiële as bestuursonbekwaamheid aan die kant van die ontwikkelaar en van 'n daaropvolgende bestuur van die onderneming. In die geval van deeltitelontwikkelings (waar 'n saaklike reg aan die verbruiker verleen word) word sodanige finansiële risiko van die bewoner aansienlik verminder.

Van der Merwe en Butler merk op dat die finansiering van deeltiteleiendomsreg in die stadium voor die skema geregistreer is, tot ernstige probleme kan lei.³ Dit word toegeskryf aan die feit dat voornemende kopers en finansiële instellings onwillig is om in toekomstige eenhede te belê of om 'n lening op grond daarvan toe te staan, omdat die deeltitelregister geopen kan word slegs wanneer die gebou gereed is vir okkupasie. Dit kan op sy beurt verklaar word deur die feit dat die voornemende koper of finansiële instelling nie sekuriteit van titel het nie en nie sekuriteit van titel kan verkry voordat die deeltitelregister geopen en die titel geregistreer kan word nie.

In die geval van aandeelblokontwikkelings kan die voornemende aandeelhouers die vernaamste of enigste bron van finansiering wees. In hierdie situasies is die handhawing van die integriteit van fondse wat van 'n aantal individue ingesamel is en wat oor 'n lang tydperk bestee moet word, van kritieke belang, des te meer aangesien die aandeelhouer die waagkapitaal op 'n ongesekureerde grondslag voorsien.

Dit skep twee spesifieke nadele vir die aandeelhouer: Hy voorsien 'n enkelbedrag geld vooruit voordat hy die tersaaklike behuisingsvoordeel ontvang, en hy doen dit verder ook sonder enige sekuriteit van titel of sekuriteit vir die geld wat voorgeskiet is. Indien sake skeef loop, het hy nóg die behuisingsvoordeel nóg die som wat belê is.

Die kwessie van projekfinansiering is kritiek in die lig van die fundamentele verskil tussen aandeelblokrege en deeltitelregte. In die geval van eersgenoemde het die verbruiker nie 'n eiendomsreg wat beskerm sal word wanneer die regte eers op sy naam geregistreer is nie. Indien fondse wanbestuur of wanaangewend word, sal die verbruiker se belegging waarskynlik onverhaalbaar wees. So 'n situasie sal ook die verbruiker se huurreg in die gedrang bring. In die geval van 'n deeltitelreg sal die eiendomsregte van 'n verbruiker wat die reg op sy naam laat registreer het, nie direk geraak word nie indien projekfinansieringsfondse swak geadministreer word of verlore gaan, hoewel hy steeds verliese kan ly met betrekking tot gelde wat as heffings ingesamel is. Die omvang van die risiko word aansienlik verminder. Hierdie vermindering in risiko word oënskynlik gekoop teen die prys van die moontlik hoër koste verbonde aan deeltitelskemas, in vergelyking met die aanvanklike koste van deelname aan 'n aandeelblokskema.

Tersaaklike wetgewing

Die Wet op Bejaarde Persone, Wet No. 81 van 1967

Hierdie Wet omskryf 'n "ouetehuis" as 'n inrigting of ander woonplek wat hoofsaaklik vir die huisvesting en versorging van bejaarde of verswakte persone in stand gehou word. "Bejaarde persone" word omskryf as manlike persone van 'n ouderdom van 65 jaar of ouer en vroulike persone van 'n ouderdom van 60 jaar of ouer.

Niemand mag 'n ouetehuis bestuur tensy sodanige tehuis kragtens die Wet geregistreer is nie. Ouete-huise is onderworpe aan inspeksie deur volkswelsynsbeampies. 'n Registrasiesertifikaat met betrekking tot 'n ouetehuis is onderworpe aan intrekking deur die Minister.

Instellings wat voldoen aan die omskrywing van 'n "ouetehuis" sal gewoonlik in die kategorie van kontraktuele/huurmeganismes val, soos hierbo vermeld. Afdelings vir verswakke bejaardes moet kragtens die Wet op Behuisingsontwikkelingskemas vir Afgetrede Persone geregistreer word. Aandeleblok- en deeltitelskemas is nie as sodanig registreerbaar kragtens hierdie Wet nie. Die Wet op Bejaarde Persone is nie tersaaklik vir die tipe probleme wat deur die inwoners van Pioneer Place ondervind word nie.

Die Wet op Vervreemding van Grond, Wet No. 68 van 1981

Daar kan gesê word dat die bepalings van hierdie Wet gemik is op die beskerming van fondse wat betaal is vir die verkryging van eiendomsreg. Artikel 26 van die Wet bepaal dat 'n ontwikkelaar nie enige deel van die koopprys kan ontvang totdat 'n eenheid wat verkoop is, registreerbaar is nie.⁴ Die beperking kragtens artikel 26 is nie van toepassing op 'n bedrag toevertrou aan 'n regspraktisyn of eiendomsagent vir bewaring vir die ontwikkelaar in die trustrekening van daardie regspraktisyn of eiendomsagent nie. Die beperking is ook nie van toepassing indien die koper 'n bankwaarborg gegee word waarkragtens die relevante bankinstelling onderneem om genoemde bedrag aan die verkoper te betaal indien die eenheid nie binne 'n spesifieke tyd registreerbaar is nie. Aangesien Pioneer Place as 'n aandeleblokskema bedryf is, is die bepalings van hierdie Wet nie vir doeleindes hiervan tersaaklik nie.

Die Wet op Deeltitels, Wet No. 95 van 1986

Die Wet op Deeltitels maak die verkryging van eiendomsregte moontlik met betrekking tot dele, met ander woorde, individuele woonstelle of eenhede in 'n gebou. Kragtens artikel 9 van die Wet op Deeltitels mag geen ontwikkelaar 'n eenheid of 'n onverdeelde aandeel in 'n eenheid ten opsigte van 'n gebou en grond, of 'n belang wat 'n voorgestelde eenheid of onverdeelde aandeel in 'n eenheid heet te wees ten opsigte van 'n gebou en grond, vir verkoop aanbied of adverteer, of 'n opsie verleen vir die verkryging daarvan, of verkoop nie, tensy 'n deeltitelregister ten opsigte van daardie gebou en grond geopen is. Die Wet op Deeltitels bevat 'n reeks maatreëls met betrekking tot situasies waar eiendomsreg verkry word in die vorm van deeltitelregte. Die bepalings van hierdie Wet is nie vir die Pioneer Place-ontwikkeling tersaaklik nie.

Die Wet op die Beheer van Aandeleblokke, Wet No. 59 van 1980

Die Wet op die Beheer van Aandeleblokke is van toepassing wanneer 'n aandeel van 'n maatskappy 'n reg tot of 'n belang in die gebruik van vaste eiendom of enige deel van vaste eiendom verleen. Wanneer 'n maatskappy, waarvan die aandele 'n reg tot of belang in die gebruik van vaste eiendom verleen, kragtens die Maatskappywet ingelyf is as 'n aandeleblokmaatskappy, kan die ontwikkelaar begin om geld van kopers van aandele te ontvang. Geld kan aldus ontvang word selfs voordat die grond gekoop is en die geboue opgerig is waarop die okkupasieregte verbonde aan die aandeleblokke van toepassing is.⁵ Die bates van 'n maatskappy behoort aan die maatskappy en nie aan sy aandeelhouders nie. Dit beteken dat die aandeelhouders van 'n aandeleblokmaatskappy nie 'n direkte aanspraak op die bates van die maatskappy het nie en dat hulle in sodanige bates kan deel slegs wanneer die maatskappy gelikwider en sy bates uitgekeer word. Die aandeelhouders is nie eienaars van die bates van die maatskappy nie en enige verwysing na eiendomsreg deur die aandeelhouer in hierdie verband is 'n onakkurate beskrywing van die aandeelhouer se reg.

'n Aandeleblokmaatskappy het nie die bevoegdheid, behalwe met goedkeuring by spesiale besluit van 'n algemene vergadering van die maatskappy, om vaste eiendom waarvan hy die eienaar is of van sy regte op vaste eiendom waarvan hy nie die eienaar is nie en ten opsigte waarvan hy 'n aandeleblokskema bedryf, te vervreem of te sedeer nie [artikel 8 (1) (c)].

Kragtens artikel 12 van die Wet op die Beheer van Aandeleblokke het die lede van die maatskappy, uitgesonderd die ontwikkelaar, die reg om direkteure van die aandeleblokmaatskappy aan te stel. Indien die lede hoogstens 10 in getal is, het hulle die reg om minstens een van die direkteure aan te stel. Indien hulle meer as 10 in getal is, het hulle die reg om minstens twee van die direkteure van die maatskappy aan te stel. Die rekeningkundige rekords van 'n maatskappy is oop vir inspeksie deur die direkteure van die maatskappy. Die bepalings van artikel 12 is vermoedelik bedoel om lede van 'n aandeleblokmaatskappy 'n beperkte mate van beheer oor die sake van die maatskappy te gee. Die ondervinding met die Pioneer Place-ontwikkeling toon egter dat die aandeelhouer se reg om deel te neem aan die bestuur van 'n aandeleblokmaatskappy nie altyd maklik omskep word in doeltreffende of doelmatige bedryfsbeheer nie.

Selfs indien meganismes vir die uitoefening van bestuursdeelname vrylik toeganklik was, is dit moeilik om nie tot die gevolgtrekking te kom nie dat die spesifieke groep aandeelhouders (almal was bejaard en sommige was sieklik) dit nietemin uiters moeilik sou vind om sodanige meganismes tot hulle voordeel te kon gebruik.

Die Wet op Behuisingsontwikkelingskemas vir Afgetrede Persone, Wet No. 65 van 1988

Hierdie Wet is van toepassing op transaksies vir die vervreemding van behuisingsbelange aan afgetrede persone. "Vervreemding" word omskryf as die verkoop, verruil, verhuur, skenk, vergun of op 'n ander wyse van die hand sit of ter beskikking stel van 'n "behuisingsbelang". 'n "Behuisingsbelang" beteken, met betrekking tot 'n behuisingsontwikkelingskema, enige reg om oordrag van die grond waarop die skema betrekking het, te eis, of om daardie grond te gebruik of te okkupeer. 'n "Reg van okkupasie" beteken die reg van 'n koper van 'n behuisingsbelang—

- (a) wat onderhewig is aan die betaling van 'n bepaalde of bepaalbare geldsom deur middel van 'n lening of andersins, betaalbaar in een bedrag of in paaiemente, bykomend tot of in plaas van 'n heffing, en hetsy so 'n geldsom ten volle of ten dele terugbetaalbaar is aan die koper of iemand anders of aan die boedel van die koper of so 'n ander persoon; en
- (b) wat die bevoegdheid verleen om 'n gedeelte in 'n behuisingsontwikkelingskema te okkupeer vir die duur van die lewe van die koper of, behoudens artikel 7, iemand anders vermeld in die kontrak ingevolge waarvan die behuisingsbelang verkry is, maar sonder dat dit die bevoegdheid verleen om oordrag te eis van die eiendomsreg van die gedeelte waarop die behuisingsbelang betrekking het.

Artikels 4A, 4B en 4C van hierdie Wet bepaal dat die houer van 'n reg van okkupasie dieselfde regte het as dié verleen aan 'n huurder ingevolge 'n huurkontrak soos beoog in artikel 1 (2) van die Wet op die Formaliteite met betrekking tot Huurkontrakte van Grond, Wet No. 18 van 1969. Tensy minstens 75 persent van die houters van regte van okkupasie in 'n behuisingsontwikkelingskema daartoe instem, mag die betrokke grond nie vry van daardie regte vervreem word nie. Hierdie Wet was nie aan die begin van die Pioneer Place-ontwikkeling op die projek van toepassing nie. Indien daar aangeneem word dat hierdie Wet van toepassing is op soortgelyke skemas vandag, sal die uitwerking daarvan wees om aan inwoners 'n beskermde huurreg te verleen vir minstens tien jaar of die natuurlike lewe van daardie persoon. Hoewel dit likwidasie kan ontmoedig in 'n spesifieke geval, het hierdie statutêre regte ook die beperking van die beskikbaarheid van uitleenfinansiering vir lewensregprojekte tot gevolg.

Indien dit bekend is dat "reg van okkupasie" verleen kan word met betrekking tot sekere eiendom, is dit moontlik dat uitleners minder gewillig kan wees om finansiering vir transaksies met betrekking tot dié eiendom te verskaf. Dit kan die koste van finansiering en van die befondsing van 'n spesifieke ontwikkeling verhoog. Indien befondsing gevind word, sal die inwoners van sodanige ontwikkeling groter besitsekerheid geniet, maar waarskynlik ook meer moet betaal vir die sterker regte. In geval van die agteruitgang van die finansiële sake van 'n aandeelblokskema in 'n posisie soortgelyk aan dié van Pioneer Place kan krediteure minder geneig wees om likwidasie te kies, soos wat gebeur het in die geval van Pioneer Place. Hoewel daar erken moet word dat die Wet op Behuisingsontwikkelingskemas vir Afgetrede Persone gebruikers 'n sekere mate van beskerming bied, lyk dit asof die bepalings van die Wet befondsing vir kollektiewe behuisingsprojekte vir bejaardes beperk.

V. Evaluering van die sakepraktyk

Die Komitee het tot die gevolgtrekking gekom dat die potensiële probleemgebiede met betrekking tot aandeelblokskemas wat behuising vir bejaardes verskaf, gerieflik gegroepeer kan word in strukturele, finansierings-, en bestuursverwante probleme. Probleme wat op die verskillende gebiede ontstaan, kan mekaar ook beïnvloed.

Probleme met betrekking tot die regstruktuur van 'n ontwikkeling raak die aard en tipe sekuriteit wat voorsien word en die beskerming van die belegger se regte van okkupasie.

Probleme met betrekking tot die finansiële struktuur van 'n ontwikkeling ontstaan met betrekking tot die beskikbaarheid en administrasie van die fondse wat vereis word vir die voltooiing van 'n ontwikkeling en vir die behoud van die integriteit van die beleggersfondse wat aan die ontwikkelaar beskikbaar gestel is. Wanneer die kapitaalfinansiering wat van aandeelhouders ontvang is en wat beskikbaar is vir die vestiging van noodsaaklike fisiese aanlegte in 'n aandeelblokskema, onvoldoende is vir die konstruksie of uitbreiding van die infrastruktuur van 'n aandeelblokskema, kan die fondse wat as heffings ingesamel word en ingesamel kan word, deur 'n ontwikkelaar gesien word as 'n bykomende bron van fondse wat beskikbaar is vir aanwending vir die finansiering van kapitaaluitgawes en die betaling van skuld. Indien heffings vir hierdie doel gebruik word, kan daar tekorte ontstaan aan fondse wat nodig is vir die betaling van bedryfskoste. Hoe ouer die fisiese aanleg wat betrokke is, hoe groter is die waarskynlikheid dat buitensporige en onvoorsiene koste vir vervanging, herstel en onderhoud in 'n vroeë stadium van die projek se lewensiklus aangegaan sal moet word. Dit kan veral die geval wees wanneer geboue omgeskakel word vir 'n ander gebruik as waarvoor hulle oorspronklik beplan is.

Bestuursprobleme word teëgekom op die gebied van die dag-tot-dag-bestuur en -administrasie van die sake van 'n skema. Die graad van bestuursdeelname aan die sake van die skema wat toegelaat word vir inwoners van 'n aandeelblokontwikkeling, is van spesifieke belang in hierdie verband.

In hulle hoedanigheid van aandeelhouers in die maatskappy het die Pioneer Place-inwoners 'n belang gehad daarin om die waarde van hulle beleggings in die maatskappy te bewaar en te maksimeer. As inwoners van die kompleks kon hulle egter aan groot druk onderhewig gewees het om hulle lewenskoste so laag as moontlik te hou en gevolglik om heffings so laag as moontlik te hou.

Dit is te betwyfel of die inwoners as aandeelhouers in die maatskappy 'n toesighoudende funksie oor bestuur doeltreffend kon uitvoer. Die reg van deelname aan die bestuur van die maatskappy soos gestruktureer deur die Wet op die Beheer van Aandeelblokke, Wet No. 59 van 1980,⁶ versterk blykbaar nie werklik die inwoners se invloed op die bestuur nie.

Daar word ingevolge artikel 13 van die Wet op die Beheer van Aandeelblokke van 'n aandeelblok-maatskappy vereis om 'n heffingsfonds in te stel en in stand te hou ten opsigte van die aandeelblokskema wat hy bedryf wat voldoende is onder andere vir die herstel, instandhouding, beheer, bestuur en administrasie van die maatskappy en van die vaste eiendom ten opsigte waarvan hy die aandeelblokskema bedryf, vir die betaling van munisipale belasting en ander vorderings van plaaslike owerhede op dié vaste eiendom, vorderings vir die verskaffing van elektriese krag, gas, water, brandstof en sanitêre en ander dienste aan dié vaste eiendom.

Wilmans het daarop gewys dat die maatskappy nie onder die beheer van enige buitepartye was nie. Die maatskappy as aandeelblokmaatskappy het die bates van die maatskappy besit. Wilmans het ook beweer dat dit die aandeelhouers was wat uiteindelik verantwoordelik was vir die fisiese en finansiële instandhouding van die maatskappy. Volgens Wilmans was dit die aandeelhouers wat die finale sê gehad het oor alle bestuursaspekte en uitgawes en as groep was hulle posisie geensins anders as dié van 'n private huiseienaar wat self die verantwoordelikheid het vir die betaling van vorderings soos munisipale heffings, byvoorbeeld belasting, water, elektrisiteit, vullisverwydering, ens. Dit was verder ook die aandeelhouers wat verantwoordelik was vir die stel van die vlak, en gevolglik ook die omvang, van die maatskappy se aanspreeklikhede. Volgens Wilmans "The extent and viability of monthly budgetary and capital expenditure is totally at the discretion of the shareholders and they are under no outside pressure to incur any unwanted expenditure". In die lig van die bepalende rol wat Wilmans gespeel het in die bestuur van die sake van die maatskappy en die feit dat inwoners in 'n vroeë stadium klagtes onder sy aandag gebring het, oortuig Wilmans die Komitee nie dat die inwoners die blaam moet dra nie. As ontwikkelaar en bestuurskrag van die maatskappy betaam dit Wilmans nie om die verantwoordelikheid vir bestuursbesluite op die skouers van die aandeelhouers te plaas nie.

Die verandering in die aard van die buurt en die gepaardgaande daling van eiendomswaardes is deur Wilmans toegeskryf aan die Regeringsbeleid in daardie stadium. Die agteruitgang van die buurt kon aandeelhouers aan hulle beleggings gebind het. In die Komitee se oë was ontoereikende bestuur, administrasie en rekeningkundige praktyke hoofsaaklik verantwoordelik vir die meeste van die probleme met betrekking tot Pioneer Place. Die verandering in die aard van die buurt kon moontlik 'n bydraende faktor gewees het.

VI. Samevatting en aanbevelings

Kragtens die Wet op Skadelike Sakepraktyke kan daar eintlik net stappe gedoen word om te verseker dat 'n skadelike sakepraktyk nie voortduur nie. Die Wet vervang nie enige strafregtelike of privaatregtelike regsmeddele nie en maak nie restitusie of kompensasie vir beleggingsverliese wat gely is, moontlik nie. Waar strafregtelike oortredings begaan is, moet die reg steeds sy gang gaan. Indien toepaslik, kan vervolging ingestel word. Privaatregtelike regsmeddele beskikbaar vir spesifieke klaers, soos die kansellasie van 'n kontrak of die instelling van 'n eis om skadevergoeding, moet steeds gebruik word.

Hoewel die beëindiging van skadelike sakepraktyke bewerkstellig kan word deur die Wet op Skadelike Sakepraktyke, kan die Wet nie herstel vir verbruikers bring nie. Hoewel gebruikers in hulle eie belang moet verseker dat beleggingsrisiko's so laag as moontlik is, kan inwoners van Pioneer Place nouliks geag word in 'n posisie te gewees het waar hulle doeltreffend na hulle eie belange kon omsien.

Dit gebeur dikwels dat inligting betreffende 'n vermeende skadelike sakepraktyk onder die Komitee se aandag gebring word in 'n stadium wanneer die handelinge wat die situasie laat ontstaan het, soos die finansiële ondergang van 'n besigheid, reeds hulle gang gegaan het. Wanbestuur van 'n maatskappy, wat skadelike sakepraktyke behels, kan die finansiële ondergang van daardie maatskappy tot gevolg hê op 'n tydstip lank nadat enige getuienis van 'n skadelike sakepraktyk verdwyn het. Wanneer bewys van 'n skadelike sakepraktyk beskikbaar is, kan die Minister stappe doen om te verseker dat sodanige praktyk nie meer voortduur nie.

Wanneer fondse wat gespaar is vir die oudag verlore gaan, kan ouer persone selde, hetsy deur inkomste deur middel van 'n betrekking of op enige ander manier te genereer, spaargeld weer aanvul wat moontlik 'n leeftyd lank versamel en beskerm is. Dit is presies so 'n verlies wat die inwoners van Pioneer Place gely het.

Pioneer Place is in likwidasië geplaas. Hoewel die wysheid van sekere van die besluite wat namens die inwoners geneem is deur diegene wat in beheer was, bevraagteken kan word, moet daar erken word dat ekso-gene faktore moontlik ook 'n rol in die destabilisering van die maatskappy gespeel het. Die Komitee het egter 'n sterk vermoede dat die Pioneer Place-projek nie net 'n gebrekkige konsep was en van die begin af gedoem was nie, maar dat die projek ook sleg uitgevoer is. Die versuim om aan die bepalings van die Wet op die Beheer van Aandeleblokke te voldoen, en agtelosige en wisselvallige bestuur het die gevare van die sakewêreld wat die onderneming in die gesig gestaar het, vererger en het sy uiteindelijke finansiële ondergang verseker.

Wilmans het op 17 Junie 1988 as voorsitter van die maatskappy bedank. Die maatskappy is op 11 Julie 1989 in voorlopige likwidasië geplaas en is op 11 November 1989 finaal gelikwideer; in daardie stadium was die maatskappy, volgens Wilmans, hopeloos insolvent. Die nuwe bestuur wat in 1988 ingestel is, het beheer oorgeneem van 'n skip wat reeds besig was om te sink. Een van die probleme wat die bestuur van die onderneming van die begin van die projek die hoof moes bied, was die eise wat gestel is deur die inwoners vir die voldoening aan hulle verwagtings soos dit deur die ontwikkelaar belowe is. Die Komitee kan nie die waarskynlikheid ignoreer dat dit in 'n poging om aan sekere van hierdie eise te voldoen, was dat die bestuur moontlik slegte besluite geneem het wat uiteindelik rampspoedige finansiële implikasies gehad het nie.

Na mnr. Bickels se bedanking het 'n aansienlike tyd verloop voordat Wilmans doeltreffende bestuursbeheer uitgeoefen het. 'n Verdere aansienlike tydperk het verloop na Wilmans se vertrek in Junie 1987 tot dat mnr. Spero die bestuur oorgeneem het. Dit is deur Wilmans gereël. Dit is duidelik dat die gebrek aan kontinuïteit in bestuur 'n belangrike oorsaak van die toenemende onstabiele van Pioneer Place was. Deurdat hulle bejaard en verswak was, het die aandeelhouders as groep nie oor die nodige vernuf en kundigheid beskik om dit vir hulle moontlik te maak om die naderende bestuursfiasko betyds raak te sien en vervolgens beslissend op te tree nie. Die nodige finansiële state en ander finansiële inligting was in elk geval nie beskikbaar nie. Die moontlikheid kan nie uitgesluit word dat Wilmans in groter mate sorg kon gedra het dat die belange van die inwoners beskerm word nie. Daar is egter nie afdoende bewyse vir 'n bevinding dat spesifieke optrede gelei het tot 'n identifiseerbare skadelike sakepraktyk wat beëindig moet word nie.

Hoewel individuele bejaarde persone net so bekwaam of selfs bekwaamer kan wees om hulle eie belange te beskerm as ander lede van die samelewing, het bejaardes as groep spesifieke behuisingsbehoefte asook spesifieke swakhede in die beskerming van hulle finansiële en regsbelange. Hierdie besondere kombinasie van behoeftes en swakhede stel sommige bejaardes bloot aan besonder nadelige en skadelike gevolge van die ondergang van behuisingskemas.

Die regs- en finansiële strukture wat beskikbaar is vir die verskaffing van behuising aan bejaardes, afgesien van dié wat binne die trefwydte van die Wet op Bejaarde Persone val, is in beginsel dieselfde as die meganismes vir die verskaffing van behuising aan enige individu of groep en bestaan hoofsaaklik uit deeltiteleenhede, aandele in aandeleblokkemas en huurkontrakte (insluitende lewensregskemas). Deeltitel verskaf sekerheid van titel en eiendomsreg, maar is relatief duur. Aandeleblokkemas is goedkoper om te ontwikkel, maar het aansienlik minder beskerming vir die gebruiker. Huurkontrakte wat nie vooraf betaal moet word nie, stel die verbruiker nie aan buitensporige finansiële risiko's bloot nie. Kragtens die Wet op Behuisingsontwikkelingskemas vir Afgetrede Persone, 1988, is sogenaamde lewensregskemas (ekwivalent aan voorafbetaalde huurkontrakte), wat strek vir die leeftyd van die huurder of sy eggenote, nou onderworpe aan 'n statutêre beskermde huurkontrak. (Hierdie beskerming het uitleners egter onwillig gemaak om finansiering te verskaf vir die ontwikkeling van projekte wat op huurkontrakte gestruktureer is.)

Die sukses van 'n onderneming, hetsy 'n aandeleblokmaatskappy of die een of ander tipe onderneming, is nie onvermydelik nie. Die gebeure wat tot die ondergang van Pioneer Place gelei het, laat die Komitee glo dat daar regverdiging kan wees vir die instelling van die een of ander vorm van finansiële toesighouding wat gerig is nie op die versekering van die sukses van aandeleblokkemas nie, maar op die vroeë opsporing en die fasilitering van die voorkoming van die finansiële ondergang van sodanige skemas.

Geen optrede deur die Minister, kragtens artikel 12 van die Wet, word gevolglik teen die partye aanbeveel nie.

PROF. LOUISE TAGER,

Voorsitter: Sakepraktikekomitee.

Voetnotas

1. Sien die *Derde Verslag van die Komitee van Ondersoek na Behuising vir Afgetrede Persone*, 1987.
2. Oktober 1987, Raad op Ontwikkeling en Behuising p 3.
3. *Sectional Titles, Share Blocks and Time Sharing*, C. G. van der Merwe en D. W. Butler, Butterworths: Durban (1985) 20.
4. Sien Van der Merwe en Butler: *Sectional Titles, Share Blocks and Time Sharing*, 123, 372.
5. Sien Van der Merwe en Butler, op cit, 372.
6. Enige aandeel in 'n aandeelblokskema verleen dieselfde stemreg as elke ander aandeel van die maatskappy [art. 10 (a)] en elke aandeel van 'n aandeelbloksmaatskappy moet stemreg op 'n vergadering van die maatskappy verleen [art. 3 (1) (b)].

(22 January 1993/22 Januarie 1993)

NOTICE 44 OF 1993**DEPARTMENT OF WATER AFFAIRS AND FORESTRY**

PONGOLOPOORT GOVERNMENT WATER CONTROL AREA: AUTHORITY IN TERMS OF SECTION 62 (6) (b) (ii) OF THE WATER ACT, 1956 (ACT No. 54 OF 1956), TO TRANSFER A WATER ALLOCATION

By virtue of the powers delegated to me by the Minister of Water Affairs and Forestry by Government Notice No. 966 of 19 May 1989, I, Claus Triebel, in my capacity as Manager: Water Resources in the Department of Water Affairs and Forestry, hereby in terms of section 62 (6) (b) (ii) of the Water Act, 1956 authorise Mr K. P. Landman to permanently transfer the water allocation of 180 160 (one hundred and eighty thousand one hundred and sixty) cubic metres per annum from the farm Leeukop 791, District of Ngotshe, to Portion 8 of the farm Sunland 72 HU, District of Piet Retief, subject to the condition that no public water shall be abstracted or used for irrigation purposes on the farm Leeukop 791.

C. TRIEBEL,

Manager: Water Resources.

p.p. Minister of Water Affairs and Forestry.

(22 January 1993)

NOTICE 45 OF 1993**SOUTH AFRICAN LAW COMMISSION**

The South African Law Commission released a working paper under the title "INVESTIGATION INTO THE POSSIBILITY OF MAKING PROVISION FOR A DIVORCED WOMAN TO SHARE IN THE PENSION BENEFITS OF HER FORMER HUSBAND: MATTERS RELATING TO THE DIVORCE AMENDMENT ACT 7 OF 1989". The aim of the working paper is to amend the Divorce Act, No. 70 of 1979, in order to provide that—

- the definition of "pension interest" be supplemented to also provide for the instance in which a pension fund does not have a resignation benefit;

KENNISGEWING 44 VAN 1993**DEPARTEMENT VAN WATERWESE EN BOSBOU**

PONGOLAPOORT - STAATSWATERBEHEERGE - BIED: MAGTIGING INGEVOLGE ARTIKEL 62 (6) (b) (ii) VAN DIE WATERWET, 1956 (WET No. 54 VAN 1956), OM 'N WATERTOEGENNING OOR TE PLAAS

Kragtens die bevoegdheid aan my gedelegeer deur die Minister van Waterwese en Bosbou by Goewermentskennisgewing No. 966 van 19 Mei 1989 magtig ek, Claus Triebel, in my hoedanigheid van Bestuurder: Waterbronne in die Departement van Waterwese en Bosbou, mnr. K. P. Landman hierby kragtens artikel 62 (6) (b) (ii) van die Waterwet, 1956, om die watertoe-kening van 180 160 (eenhonderd-en-tagtigduisend eenhonderd-en-sestig) kubieke meter per jaar vanaf die plaas Leeukop 791, distrik Ngotshe, permanent na Gedeelte 8 van die plaas Sunland 72 HU, distrik Piet Retief, oor te plaas, onderworpe aan die voorwaarde dat geen openbare water op die plaas Leeukop 791 vir besproeiingsdoeleindes onttrek of gebruik mag word nie.

C. TRIEBEL,

Bestuurder: Waterbronne.

p.p. Minister van Waterwese en Bosbou.

(22 Januarie 1993)

KENNISGEWING 45 VAN 1993**SUID-AFRIKAANSE REGSKOMMISSIE**

Die Suid-Afrikaanse Regskommissie het 'n werkstuk met die titel "ONDERSOEK NA DIE MOONTLIKHEID OM VOORSIENING TE MAAK DAT 'N GESKEIDE VROU IN DIE PENSIOENVOORDELE VAN HAAR VOORMALIGE GADE KAN DEEL: ASPEKTE RAKENDE DIE WYSIGINGSWET OP EGSKIEDING 7 VAN 1989" vrygestel. Die oogmerk van die werkstuk is 'n wysiging van die Wet op Egskeiding, No. 70 van 1979, ten einde daarvoor voorsiening te maak dat—

- die woordskrywing van "pensioenbelang" aangevul word om ook voorsiening te maak vir die geval waar 'n pensioenfonds nie 'n bedankingsvoordeel het nie;

- the deferment of payment of a pension interest be subject to the proviso that there is no other satisfactory way in which the other party can be compensated in respect of his or her share in the pension interest; and
- the power of the court to make an order in respect of the payment of a pension interest to a party be subject to the maximum amount that may be commuted into a single payment in terms of the rules of the fund.

Reasoned comments in writing in respect of the proposals contained in the working paper should be addressed to the Commission not later than **15 March 1993**.

The working paper is obtainable free of charge from the Commission on request.

The Commission's offices are on the Eighth Floor, NG Kerk Sinodale Sentrum, 228 Visagie Street, Pretoria. Correspondence should be addressed to:

The Secretary
South African Law Commission
Private Bag X668
0001 PRETORIA.

Telephone: (012) 322-6440 (Mrs P. Kotze).

(22 January 1993)

NOTICE 46 OF 1993

VACANCY, SHERIFF: LOWER COURT, PORT ELIZABETH FOR THE AREA OF PORT ELIZABETH NORTH

Applications are invited for the vacant office of sheriff of the lower court for the area Port Elizabeth North.

Application forms that have to be completed can be obtained from the Magistrate, Port Elizabeth and all magistrates' offices.

It will be expected from applicants to hold an interview with the Magistrate, Port Elizabeth or their local magistrate and to provide a curriculum vitae.

Enquiries: Mr B. van der Merwe.

Telephone: (041) 54-6711.

Closing date: 16:00 on 12 February 1993.

(22 January 1993)

NOTICE 47 OF 1993

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

APPLICATION FOR VARIATION OF SCOPE OF REGISTRATION OF A TRADE UNION

I, Gerhardus Coenraad Papenfus, Assistant Industrial Registrar, do hereby, in terms of section 4 (2) as applied by section 7 (5) of the Labour Relations Act, 1956, give notice that an application for the variation of its scope of registration has been received from the South African Hairdressers Employees Industrial Union. Particulars of the application are reflected in the subjoined table.

- die uitstel van die betaling van 'n pensioenbelang onderworpe gestel word aan die voorbehoud dat daar nie 'n ander bevredigende wyse is waarop die ander party vergoed kan word vir sy of haar aandeel in die pensioenbelang nie; en
- die bevoegdheid van die hof om 'n bevel te maak met betrekking tot die betaling van 'n pensioenbelang aan 'n party, onderworpe gestel word aan die maksimum bedrag wat kragtens die reëls waaraan die fonds onderworpe is, in 'n enkelbedrag betaal kan word.

Die Kommissie ontvang graag voor 15 Maart 1993 beredeneerde skriftelike kommentaar ten opsigte van die voorstelle in die werkstuk vervat.

Die werkstuk is op aanvraag gratis van die Kommissie verkrygbaar.

Die Kommissie se kantore is op die Agtste Verdieping, NG Kerk Sinodale Sentrum, Visagiestraat 228, Pretoria. Korrespondensie moet asseblief gerig word aan:

Die Sekretaris
Suid-Afrikaanse Regskommissie
Privaat Sak X668
0001 PRETORIA.

Telefoon: (012) 322-6440 (Mev. P. Kotze).

(23 Januarie 1993)

KENNISGEWING 46 VAN 1993

VAKATURE, BALJU: LAERHOF, PORT ELIZABETH VIR DIE GEBIED PORT ELIZABETH-NOORD

Aansoeke word ingewag vir die vakante amp van balju van die laerhof vir die gebied Port Elizabeth-Noord.

Aansoekvorms wat ingevul moet word is by die Landdros, Port Elizabeth en by alle landdroskantore beskikbaar.

Van aansoekers word verwag om 'n onderhoud met die Landdros, Port Elizabeth of u plaaslike landdros te voer en om 'n lewensskets te voorsien.

Navrae: Meneer B. van der Merwe.

Telefoon: (041) 54-6711.

Sluitingsdatum: 16:00 op 12 Februarie 1993.

(22 Januarie 1993)

KENNISGEWING 47 VAN 1993

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

AANSOEK OM VERANDERING VAN DIE REGISTRASIEBESTEK VAN 'N VAKVERENIGING

Ek, Gerhardus Coenraad Papenfus, Assistent-nywerheidsregistrator, maak ingevolge artikel 4 (2) soos toegepas by artikel 7 (5) van die Wet op Arbeidsverhoudinge, 1956, hierby bekend dat 'n aansoek om die verandering van sy registrasiebestek ontvang is van die South African Hairdressers Employees Industrial Union. Besonderhede van die aansoek word in onderstaande tabel verstrek.

Any registered trade union which objects to the application is invited to lodge its objection in writing with me, c/o the Department of Manpower, 123A Manpower Building, 215 Schoeman Street, Pretoria (postal address: Private Bag X117, Pretoria, 0001), within one month of the date of publication of this notice.

TABLE

Name of trade union: South African Hairdressers Employees Industrial Union.

Date on which application was lodged: 6 November 1992.

Interests and area in respect of which application is made: Persons engaged in the Hairdressing Trade in the Magisterial District of Pinetown.

For the purpose of the above—

“Hairdressing Trade” means the trade in which employers and their employees are associated for the purpose of rendering toilet services in any establishment;

“toilet services” means any one or more or a combination of the operations generally and usually performed by and known as the profession of beauty culturists or cosmeticians or cosmetologists or hairdressers, and includes but is not limited to the following operations:

(a) The arranging, dressing, cutting, highlighting, shaving, curling, cleaning, singeing, shampooing, bleaching, dyeing, colouring, braiding, tinting, straightening, styling, waving (permanent, Marcel or water) of hair or any other treatment of the hair of the any other treatment of the hair of the head or the face;

(b) the massaging or other stimulative treatment or exercise of the face, scalp or neck;

(c) the manicuring of nails, the plucking of eyebrows, boardwork, trichological treatment or beauty culture;

(d) the performing of any operation referred to in (a) on any wig or hairpiece to be worn by any person;

whether or not any apparatus, appliance, preparation or substance is used in any of these operations;

“establishment” means any premises in which toilet services are normally rendered to members of the public.

Postal address of applicant: P.O. Box 32711, Braamfontein, 2017.

Office address of applicant: 35 Melle Street, Braamfontein.

Attention is drawn to the following requirements of section 4 and 7 of the Act:

(a) The representativeness of any trade union which objects to the application shall in terms of section 4 (4) as applied by section 7 (5) be determined on the facts as they existed at the date on which the application was lodged and, as far as membership is concerned, only members who were in good standing in terms of section 1 (2) of the Act as at the aforesaid date shall be taken into consideration.

(b) The procedure laid down in section 4 (2) must be followed in connection with any objection lodged.

G. C. PAPENFUS,
Assistant Industrial Registrar.
(22 January 1993)

Enige geregistreeerde vakvereniging wat teen die aansoek beswaar maak, word versoek om binne een maand na die datum van publikasie van hierdie kennisgewing sy beswaar skriftelik by my in te dien, p.a. die Departement van Mannekrag, Mannekraggebou 123A, Schoemanstraat 215, Pretoria (posadres: Privaatsak X117, Pretoria, 0001).

TABEL

Naam van vakvereniging: South African Hairdressers Employees Industrial Union.

Datum waarop aansoek ingedien is: 6 November 1992.

Belange en gebied ten opsigte waarvan aansoek gedoen word: Persone werksaam in die Haarkappersbedryf in die landdrosdistrik Pinetown.

Vir doeleindes van bogenoemde beteken—

“Haarkappersbedryf” diebedryfwaarinwerkgewers en hulle werknemers met mekaar geassosieer is met die doel om toilet dienste in enige bedryfsinrigting te lewer;

“toilet dienste” enigeen of meer of ’n kombinasie van die werksaamhede wat oor die algemeen en gewoonlik verrig word deur en bekend staan as die beroep van skoonheidskundiges of kosmetiste of kosmetoloë of haarkappers, en omvat dit maar word nie beperk nie tot die volgende werksaamhede:

(a) Die skikking, kapping, sny, streepbleiking, skeer, krulling, reiniging, skroeiing, sjampoenering, bleiking, kleuring, vleg, tinting, versteiling, stilering, golwing (permanent, Marcel of water) van hare, of enige ander behandeling van die hare van die kop of die gesig;

(b) die massering of ander stimulerende behandeling of oefening van die gesig, kopvel of nek;

(c) die manikuring van die naels, die plus van wenkbroue, bordwerk, trigoliese behandeling of ander skoonheidskundige behandeling;

(d) die verrigting van enige werksaamheid waarna bedoel in (1) aan ’n pruik of haarstuk wat deur iemand gedra gaan word;

ongeag of enige apparaat, toestel, preparaat of stof in enige van hierdie operasies gebruik word of nie;

“bedryfsinrigting” enige perseel waarin toilet dienste normaalweg aan lede van die publiek gelewer word.

Posadres van aplikant: Posbus 32711, Braamfontein, 2017.

Kantooradres van aplikant: Mellestraat 35, Braamfontein.

Die aandag word gevestig op onderstaande vereistes van artikels 4 en 7 van die Wet:

(a) Die mate waarin ’n beswaarmakende vakvereniging verteenwoordigend is, word ingevolge artikel 4 (4), soos toegepas by artikel 7 (5), bepaal volgens die feite soos hulle bestaan het op die datum waarop die aansoek ingedien is, en wat die lidmaatskap betref, word alleen lede wat ingevolge artikel 1 (2) van die wet op voormelde datum volwaardige lede was, in aanmerking geneem.

(b) Die prosedure voorgeskryf in artikel 4 (2) moet gevolg word in verband met ’n beswaar wat ingedien word.

G. C. PAPENFUS,
Assistentnywerheidsregistrator.
(22 Januarie 1993)

NOTICE 48 OF 1993**DEPARTMENT OF TRADE AND INDUSTRY****HARMFUL BUSINESS PRACTICES ACT, 1988**

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, Acting on behalf of the Minister of Finance and of Trade and Industry, do hereby, in terms of section 10 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 740 of 1991 as published in *Government Gazette* No. 13457 dated 16 August 1991, as set out in the Schedule.

D. DE V. GRAAFF,

Deputy Minister of Trade and Industry.

SCHEDULE**BUSINESS PRACTICES COMMITTEE**

REPORT IN TERMS OF SECTION 10 (1) OF THE HARMFUL BUSINESS PRACTICES ACT, 1988 (ACT No. 71 OF 1988)

Report No. 23**DIAMOND GROUP OF COMPANIES****CONTENTS**

1. Introduction.
2. The parties.
3. The business practice.
4. Evaluation and recommendation.

1. Introduction

During 1989 the Business Practices Committee (the Committee) received complaints regarding alleged harmful business practices on the part of a business trading as Cargo Business Consultants (Pty) Ltd (Cargo). No investigation was instituted by the Committee as the business was liquidated during 1990.

The manager of Cargo, **Mr André Coetzee**, started a new business trading as Diamond Group of Companies (Diamond). Diamond included Diamond Business Brokers & Finance (Pty) Ltd (Diamond Business) and Diamond Trucking (Pty) Ltd (Diamond Trucking). Complaints were received alleging that Diamond applied the same harmful business practices as Cargo. The Committee has decided to institute an investigation in terms of section 8 (1) (a) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988) (the Act).

2. The parties

In *Government Gazette* No. 13457 of 16 August 1991 under General Notice 740 the Committee's intention was made known to institute an investigation in terms of section 8 (1) (a) of the Act into a business practice applied by Diamond Business Brokers & Finance (Pty) Ltd, Diamond Trucking (Pty) Ltd and any director, employee or agent of the above.

KENNISGEWING 48 VAN 1993**DEPARTEMENT VAN HANDEL EN NYWERHEID****WET OP SKADELIKE SAKEPRAKTYKE, 1988**

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens die Minister van Finansies en van Handel en Nywerheid, publiseer hiermee, kragtens artikel 10 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), die verslag van die Sakepraktykekomitee oor die uitslag van die ondersoek deur die Komitee gedoen kragtens Algemene Kennisgewing 740 van 1991 soos gepubliseer in *Staatskoerant* No. 13457, gedateer 16 Augustus 1991, soos in die Bylae uiteengesit.

D. DE V. GRAAFF,

Adjunkminister van Handel en Nywerheid.

BYLAE**SAKEPRAKTYKEKOMITEE**

VERSLAG INGEVOLGE ARTIKEL 10 (1) VAN DIE WET OP SKADELIKE SAKEPRAKTYKE, 1988 (WET No. 71 VAN 1988)

Verslag No. 23**DIAMOND GROEP VAN MAATSKAPPYE****INHOUD**

1. Inleiding.
2. Die partye.
3. Die sakepraktyk.
4. Evaluering en aanbeveling.

1. Inleiding

Die Sakepraktykekomitee (die Komitee) het gedurende 1989 klagtes ontvang oor die sakepraktyke van 'n onderneming wat sake gedoen het as Cargo Business Consultants (Edms.) Bpk. (Cargo). Geen ondersoek is deur die Komitee ingestel nie aangesien die onderneming gedurende 1990 gelikwideer is.

Die bestuurder van Cargo, **mnr. André Coetzee**, het 'n nuwe besigheid begin wat as Diamond Group of Companies (Diamond) sake gedoen het. Diamond het die maatskappye Diamond Business Brokers & Finance (Edms.) Bpk. (Diamond Business) en Diamond Trucking (Edms.) Bpk. (Diamond Trucking) ingesluit. Klagtes is ontvang dat Diamond dieselfde sakepraktyke toepas wat deur Cargo bedryf is en die Komitee het besluit om ingevolge artikel 8 (1) (a) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988) (die Wet), ondersoek in te stel.

2. Die partye

In *Staatskoerant* No. 13457 van 16 Augustus 1991 by Algemene Kennisgewing 740 is bekendgemaak dat die Komitee van voorneme is om kragtens artikel 8 (1) (a) van die Wet ondersoek in te stel na 'n sakepraktyk wat toegepas word deur Diamond Business Brokers & Finance (Edms.) Bpk., Diamond Trucking (Edms.) Bpk. en enige direkteur, werknemer of agent van bogenoemde.

3. The business practice

Advertisements appeared in *Beeld* and *Rapport* inviting interested parties to enter into transport agreements with Diamond Trucking. The advertisements referred to monthly earnings of R30 000 for tippers and up to R60 000 for long distance transport services. Interested parties would receive assistance in obtaining finance for the purchase of trucks. Clients who were interested in transport contracts made an advance payment of R10 000 by means of a bank-guaranteed cheque. Verbal assurances were given that this amount, less R1 000 for administration fees would be refunded in the event of the sale of the truck not taking place. This promise, however, was not contained in the contract. In terms of the agreement entered into between them, Diamond undertook to assist clients in the purchase of a truck, provide assistance in obtaining financing and undertook to provide work as a subcontractor. The contract stipulates, inter alia, that all Diamond's liabilities in terms of the contract are terminated once the client has been introduced to a third party.

Some clients were requested to pay a deposit of R15 000 towards the purchase of a truck. Although no agreement to this effect was entered into, clients were informed that nothing could be done for them unless the deposit had been paid. Some clients paid the deposit for a truck, but information at the Committee's disposal indicates that no client in fact received financing or a truck. Prospective clients were informed in writing that Diamond Business is actively involved in obtaining financing, but none of their clients apparently received any assistance in this regard.

Upon payment of the contract fee clients were informed that work for the truck would be forthcoming within seven days. Clients were led to believe that the income from the truck would be sufficient to pay the instalments on the truck.

Clients were kept on a string for long periods with promises that a truck would be available soon, but repeated excuses were offered why it did not materialise. No evidence could be found that any trucks were sold by Diamond.

Diamond Trucking also claimed that they were involved in the rebuilding as well as buying and selling of trucks. However, the company had no facilities for the rebuilding of trucks. As far as could be established no rebuilding of trucks took place.

Some clients already possessed trucks and were only interested in concluding transport contracts with Diamond. Once again no work was available for their trucks. Diamond provided clients with a list containing names of contractors who required transport services. Most of these contractors were not aware of the existence of Diamond. One contractor was informed by Diamond that a subcontractor would be directed to him. However, this did not happen.

3. Die sakepraktyk

Advertensies het in *Beeld* en *Rapport* verskyn waarin belangstellendes uitgenooi is om vervoerkontrakte met Diamond Trucking te sluit. Die advertensies het melding gemaak van maandelikse verdienstes van R30 000 met wipbakvragmotors en tot R60 000 met langafstandvervoerwerk.

Belangstellendes sou bystand ontvang met die verkryging van finansiering vir die aankoop van vragmotors. Kliënte wat belangstelling in vervoerkontrakte getoon het, het 'n vooruitbetaling van R10 000 deur middel van 'n bankgewaarborgde tjek aan die maatskappy gemaak. Mondelinge versekering is gegee dat hierdie bedrag, minus R1 000 vir administrasiefooi, terugbetaal sou word indien die koop van die vragmotor nie plaasvind nie. Hierdie belofte is egter nie in die kontrak vervat nie. Kragtens die kontrak tussen Diamond en kliënte onderneem eersgenoemde om bystand aan die kliënt te verleen met die aankoop van 'n vragmotor, bystand te verleen met die verkryging van finansiering en verskaffing van subkontrauteurswerk. Die kontrak bepaal, onder andere, dat Diamond se verpligtinge kragtens die kontrak verstryk sodra die kliënt aan 'n derde party voorgestel word.

Sommige kliënte is versoek om 'n deposito van R15 000 te betaal vir die aankoop van 'n vragmotor. Alhoewel daar nie 'n ooreenkoms vir sodanige transaksie aangegaan is nie, is die kliënt meegedeel dat niks vir hom gedoen kon word alvorens die deposito betaal is nie. Sommige kliënte het wel die deposito vir vragmotors betaal, maar volgens inligting tot die Komitee se beskikking het geen kliënt geholpe geraak met 'n vragmotor of finansiering nie. Voornemende kliënte is skriftelik meegedeel dat Diamond Business aktief betrokke is by die verkryging van finansiering, maar geeneen van hulle kliënte het klaarblyklik sodanige bystand ontvang nie.

Na betaling van die kontraksooi is kliënte verseker dat daar binne sewe dae werk vir die vragmotor sou wees. Kliënte is onder die indruk gebring dat die maandelikse inkomste uit die vragmotor voldoende sou wees om die paaielemente daarop te betaal.

Kliënte is vir lang tydperke aan die lyntjie gehou met beloftes dat 'n vragmotor binnekort beskikbaar sou wees, maar telkens was daar 'n verskoning waarom die voertuig nie gelewer kon word nie. Geen bewyse kon gevind word van enige vragmotors wat deur Diamond verkoop is nie.

Diamond Trucking het ook daarop aanspraak gemaak dat hulle die herbou van vragmotors asook die aankoop en verkoop daarvan onderneem. Die maatskappy het egter geen fasiliteite gehad om die herbou van vragmotors te hanteer nie. Sover vasgestel kon word het geen herbouing van vragmotors plaasgevind nie.

Sommige kliënte het reeds hulle eie vragmotors besit en wou slegs vervoerkontrakte met Diamond sluit. Ook in hierdie gevalle was daar geen werk vir hulle voertuie beskikbaar nie. Diamond het 'n lys met name van kontrakteurs wat 'n behoefte aan vervoerdienste gehad het aan kliënte beskikbaar gestel. Die meeste van hierdie kontrakteurs was nie van die bestaan van Diamond bewus nie. Een kontrakteur is deur Diamond in kennis gestel dat 'n subkontrauteur na hom gestuur sou word. Dit het egter nie gebeur nie.

As far as could be established not one of Diamond's clients received any quid pro quo for the contract fee paid.

Diamond also encouraged prospective exporters to form close corporations comprising four to five members who would jointly pay contract fees to Diamond for exporting their products to Mozambique. Exporters were interested in this scheme since substantial savings could be effected in their transport costs. No evidence could be found that such exports in fact took place.

In the light of the seriousness of the complaints against the parties concerned the Committee took steps to stop the advertisements by Diamond. Consequently interest in the activities of Diamond gradually declined and eventually no further business was carried on. Diamond Business was liquidated on 24 March 1992 and the process for the liquidation of Diamond Trucking was commenced. Information at the Committee's disposal indicates that about 70 clients concluded agreements with Diamond. Jointly they paid more than R600 000 to Diamond.

4. Evaluation and recommendation

Since Diamond is no longer conducting business and an order by the Minister would therefore be unenforceable, the Committee recommends that the Minister takes **no steps** in terms of section 12 of the Act.

PROF. LOUISE A. TAGER,

Chairman: Business Practices Committee.

(22 January 1993)

Sover vasgestel kon word het geen klënt van Diamond enige teenprestasie ontvang vir die kontraksgelde wat betaal is nie.

Diamond het ook voornemende uitvoerders aangespoor om beslote korporasies bestaande uit vier tot vyf lede te stig wat gesamentlik kontraksgelde aan Diamond moes betaal ten einde uitvoer van hulle produkte na Mosambiek te onderneem. Uitvoerders het belangstelling in die skema getoon aangesien aansienlike besparings in hul uitvoerkoste sodoende teweeg gebring kon word. Geen bewyse kon gevind word van enige uitvoere wat op hierdie wyse plaasgevind het nie.

In die lig van die erns van die klagtes teen die betrokke partye het die Komitee stappe geneem om die advertensies van Diamond te staak. Gevolglik het belangstelling in die aktiwiteite van Diamond geleidelik afgeneem en het die betrokke maatskappye uiteindelik nie meer besigheid gedoen nie. Diamond Business is dan ook op 24 Maart 1992 gelikwideer en die proses vir die likwidasië van Diamond Trucking het 'n aanvang geneem. Inligting tot die Komitee se beskikking dui daarop dat ongeveer 70 kliënte ooreenkomste met Diamond aangegaan het. Hulle het gesamentlik meer as R600 000 aan Diamond betaal.

4. Gevolgtrekking en aanbeveling

Aangesien Diamond nie meer besigheid doen nie en 'n bevel deur die Minister in hierdie geval dus onuitvoerbaar sal wees, beveel die Komitee aan dat die Minister **geen stappe** ingevolge artikel 12 van die Wet neem nie.

PROF. LOUISE A. TAGER,

Voorsitter: Sakepraktykekomitee.

(22 Januarie 1993)

NOTICE 53 OF 1993 • KENNISGEWING 53 VAN 1993

DEPARTMENT OF POSTS AND TELECOMMUNICATIONS DEPARTEMENT VAN POS- EN TELEKOMMUNIKASIEWESE

STATEMENT OF REVENUE AND EXPENDITURE: NOVEMBER 1992 STAAT VAN INKOMSTE EN UITGAWE: NOVEMBER 1992

	Estimate Begroting 1992/93	Month of November Maand van November 1992	Total: April to November Totaal: April tot November 1992	
	R	R	R	
Private radio communications services:			*	Private radiokommunikasiedienste:
Operating Expenditure ...	19 326 000	720 898	5 635 813	Bedryfsuitgawe.
Capital Expenditure	212 000	24 423	32 842	Kapitaalluitgawe.
Revenue	20 000 000	214 509	2 567 811	Inkomste.

* Neither revenue nor expenditure is evenly spread over the financial year. Certain large operating expenditure payments are made quarterly, half yearly or annually, whilst capital expenditure payments are related to the execution of specific short and long term projects.

* Nóg inkomste nóg besteding is gelykmatig oor die boekjaar versprei. Sekere groot bedryfsuitgawebetalings geskied kwartaalliks, halfjaarlik of jaarlik, terwyl kapitaalluitgawebetalings saamhang met die uitvoering van bepaalde kort- en langtermynprojekte.

On 1 October 1991 the telecommunications and postal services, which up to that date were rendered by the Department of Posts and Telecommunications, were transferred to the public companies Telkom SA Limited and SA Post Office Limited. This step reduced the functions of the Department to purely governmental and regulatory ones. On account of the corporatisation of the major part of the Department's activities the estimates for 1992/93 have been drastically scaled down.

The customary details of the amounts for the corresponding period in the previous financial year have been omitted as these details would not have any significance for purposes of comparison.

(22 January 1993)

Op 1 Oktober 1991 is die telekommunikasie- en posdienste wat tot daardie datum deur die Departement van Pos- en Telekommunikasiewese gelewer is, oorgedra aan die publieke maatskappye Telkom SA Beperk en SA Poskantoor Beperk. Die funksies van die Departement is deur dié stap tot suiwer owerheids- en reguleringsfunksies gereduseer. Vanweë die korporatisering van die oorgrote deel van die Departement se bedrywighede is die begroting vir 1992/93 drasties afgeskaal.

Die gebruiklike besonderhede van syfers vir die ooreenstemmende tydperk in die vorige boekjaar is weggelaat omdat dit nie vir vergelykingsdoeleindes van waarde is nie.

(22 Januarie 1993)

NOTICE 54 OF 1993

MEETINGS OF PARLIAMENTARY COMMITTEES

MONDAY, 25 JANUARY 1993

Joint Committee of Public Enterprises and Transport (Marine Traffic Amendment Bill [B 6—93 (GA)], Road Traffic Amendment Bill [B 21—93 (GA)], Air Traffic and Navigation Services Company Bill [B 25—93 (GA)] and Airports Company Bill [B 26—93 (GA)]).

TUESDAY, 26 JANUARY 1993

Joint Committee on Finance (Financial Supervision of the Multilateral Motor Vehicle Accidents Fund Bill [B 11—93 (GA)], Secret Services Amendment Bill [B 16—93 (GA)], South African Reserve Bank Amendment Bill [B 22—93 (GA)] and Deposit-taking Institutions Amendment Bill [B 23—93 (GA)]).

Joint Committee on Public Enterprises and Transport (Marine Traffic Amendment Bill [B 6—93 (GA)], Road Traffic Amendment Bill [B 21—93 (GA)], Air Traffic and Navigation Services Company Bill [B 25—93 (GA)] and Airports Company Bill [B 26—93 (GA)]).

WEDNESDAY, 27 JANUARY 1993

Joint Committee on Environment, Mineral and Energy Affairs (Liquid Fuel and Oil Act Repeal Bill [B 12—93 (GA)] and Petroleum Products Amendment Bill [B 18—93 (GA)]).

TUESDAY, 2 FEBRUARY 1993

Joint Committee on Home Affairs (Public Service Labour Relations Bill [B 13—93 (GA)]).

WEDNESDAY, 3 FEBRUARY 1993

Joint Committee on Security Services (Police Amendment Bill [B 19—93 (GA)] and Armaments Development and Production Amendment Bill [B 29—93 (GA)]).

Joint Committee on Home Affairs (Public Service Labour Relations Bill [B 13—93 (GA)]).

OTHER MEETING

TUESDAY, 9 FEBRUARY 1993

Management Committee of Parmed Medical Aid Scheme.

Enquiries: W. Fourie, Head: Committee Section, Tel. (021) 403-2568, Beltel Page No. 3199.

(22 January 1993)

KENNISGEWING 54 VAN 1993 VERGADERINGS VAN PARLEMENTÊRE KOMITEES

MAANDAG, 25 JANUARIE 1993

Gesamentlike Komitee oor Openbare Ondernemings en Vervoer (Wysigingswetsontwerp op See-verkeer [W 6—93 (AS)], Wysigingswetsontwerp op Padverkeer [W 21—93 (AS)], Lugverkeer- en -navigasiedienstemaatskappywetsontwerp [W 25—93 (AS)] en Lughawensmaatskappywetsontwerp [W 26—93 (AS)]).

DINSdag, 26 JANUARIE 1993

Gesamentlike Komitee oor Finansies (Wetsontwerp of Finansiële Toesighouding oor die Multilaterale Motorvoertuigongelukkefonds [W 11—93 (AS)], Wysigingswetsontwerp op Geheime Dienste [W 16—93 (AS)], Wysigingswetsontwerp op Die Suid-Afrikaanse Reserwebank [W 22—93 (AS)] en Wysigingswetsontwerp op Depositnemende Instellings [W 23—93 (AS)]).

Gesamentlike Komitee oor Openbare Ondernemings en Vervoer (Wysigingswetsontwerp op See-verkeer [W 6—93 (AS)], Wysigingswetsontwerp op Padverkeer [W 21—93 (AS)], Lugverkeer- en -navigasiedienstemaatskappywetsontwerp [W 25—93 (AS)] en Lughawensmaatskappywetsontwerp [W 26—93 (AS)]).

WOENSDAG, 27 JANUARIE 1993

Gesamentlike Komitee oor Omgewing-, Mineraal- en Energiesake (Wetsontwerp tot Herroeping van die Wet op Vloeibare Brandstof en Olie [W 12—93 (AS)] en Wysigingswetsontwerp op Petroleumprodukte [W 18—93 (AS)]).

DINSdag, 2 FEBRUARIE 1993

Gesamentlike Komitee oor Binnelandse Sake (Wetsontwerp op Arbeidsverhoudinge vir die Staatsdiens [W 13—93 (AS)]).

WOENSDAG, 3 FEBRUARIE 1993

Gesamentlike Komitee oor Beskermingsdienste (Polisiewysigingswetsontwerp [W 19—93 (AS)] en Wysigingswetsontwerp op Krygstuigontwikkeling en -vervaardiging [W 29—93 (AS)]).

Gesamentlike Komitee oor Binnelandse Sake (Wetsontwerp op Arbeidsverhoudinge vir die Staatsdiens [W 13—93 (AS)]).

ANDER VERGADERING

DINSdag, 9 FEBRUARIE 1993

Bestuurskomitee van Parmed Mediese Hulpkema.

Navrae: W. Fourie, Hoof: Komitee-afdeling, Tel. (021) 403-2568, Beltelbladsy No. 3199.

(22 Januarie 1993)

Joint Committee on Home Affairs (Public Service Labour Relations Bill [B 13-93 (GA)]).

OTHER MEETING

TUESDAY, 9 FEBRUARY 1993

Management Committee of Parmed Medical Aid Scheme.

Enquiries: W. Fourie, Head: Committee Section, Tel. (021) 403-2568, Beltel Page No. 3199.

(22 January 1993)

NOTICE 55 OF 1993

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF A TRADE UNION

I, Gerhardus Coenraad Papenfus, Assistant Industrial Registrar, hereby notify, in terms of section 14 (2) of the Labour Relations Act, 1956, that I have cancelled the registration of the South African Film and Theatre Union with effect from 11 January 1993.

G. C. PAPENFUS,

Assistant Industrial Registrar.

(22 January 1993)

Gesamentlike Komitee oor Binnelandse Sake (Wetsontwerp op Arbeidsverhoudinge vir die Staatsdiens [W 13-93 (AS)]).

ANDER VERGADERING

DINSDAG, 9 FEBRUARIE 1993

Bestuurskomitee van Parmed Mediese Hulpskema.

Navrae: Mnr. W. Fourie, Hoof: Komitee-afdeling, Tel. (021) 403-2568, Beltel bladsyn. 3199.

(22 Januarie 1993)

KENNISGEWING 55 VAN 1993

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N VAKVERENIGING

Ek, Gerhardus Coenraad Papenfus, Assistentnywerheidsregistrator, maak hiermee kragtens artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1956, bekend dat ek die registrasie van die South African Film and Theatre Union met ingang van 11 Januarie 1993 ingetrek het.

G. C. PAPENFUS,

Assistentnywerheidsregistrator.

(22 Januarie 1993)

NOTICE 56 OF 1993

SOUTH AFRICAN RESERVE BANK

Statement of assets and liabilities on the 31st day of December 1992

	1992-12-31	1992-11-30	Change
	R	R	R
Liabilities			
Share capital.....	2 000 000	2 000 000	—
Reserve fund.....	93 325 065	93 325 065	—
Notes in circulation.....	12 445 041 022	12 207 815 597	237 225 425
Deposits:			
Government.....	6 141 754 422	7 598 360 802	(1 456 606 380)
Provincial administrations.....	—	114 055 883	(114 055 883)
Deposit-taking institutions.....	2 335 163 025	2 568 972 437	(233 809 412)
Other.....	80 779 077	77 856 787	2 922 290
Other liabilities.....	5 029 818 662	5 221 644 602	(191 825 940)
	R26 127 881 273	27 884 031 173	(1 756 149 900)
Assets			
Gold.....	6 082 606 618	6 389 004 647	(306 398 029)
Foreign assets.....	3 021 230 515	4 177 566 857	(1 156 336 342)
Total gold and foreign assets.....	9 103 837 133	10 566 571 504	(1 462 734 371)
Domestic assets:			
Discounted bills.....	3 754 080 000	3 771 120 000	(17 040 000)
Loans and advances:			
Government.....	—	—	—
Other.....	1 548 009 593	1 498 652 713	49 356 880
Securities:			
Government.....	835 573 759	453 580 219	381 993 540
Other.....	122 985 045	1 122 985 045	(1 000 000 000)
Other assets.....	10 763 395 743	10 471 121 692	292 274 051
	R26 127 881 273	27 884 031 173	(1 756 149 900)
Rand per fine ounce.....	R915,13	R911,09	R4,04
Gold holdings in fine ounces.....	6 646 713	7 012 485	(365 772)

Pretoria, 8 January 1993.
(22 January 1993)

C. J. SWANEPOEL,
General Manager.

KENNISGEWING 56 VAN 1993
SUID-AFRIKAANSE RESERWEBANK

Staat van bates en laste op die 31ste dag van Desember 1992

Laste	1992-12-31	1992-11-30	Verandering
	R	R	R
Aandelekapitaal.....	2 000 000	2 000 000	—
Reserwefonds.....	93 325 065	93 325 065	—
Note in omloop.....	12 445 041 022	12 207 815 597	237 225 425
Deposito's:			
Regering.....	6 141 754 422	7 598 360 802	(1 456 606 380)
Provinsiale administrasies.....	—	114 055 883	(114 055 883)
Depositnemende instellings.....	2 335 163 025	2 568 972 437	(233 809 412)
Ander.....	80 779 077	77 856 787	2 922 290
Ander laste.....	5 029 818 662	5 221 644 602	(191 825 940)
	R26 127 881 273	27 884 031 173	(1 756 149 900)
Bates			
Goud.....	6 082 606 618	6 389 004 647	(306 398 029)
Buitelandse bates.....	3 021 230 515	4 177 566 857	(1 156 336 342)
Totaal aan goud en buitelandse bates.....	9 103 837 133	10 566 571 504	(1 462 734 371)
Binnelandse bates:			
Verdiskonteerde wissels.....	3 754 080 000	3 771 120 000	(17 040 000)
Lenings en voorskotte:			
Regering.....	—	—	—
Ander.....	1 548 009 593	1 498 652 713	49 356 880
Sekuriteite:			
Regering.....	835 573 759	453 580 219	381 993 540
Ander.....	122 985 045	1 122 985 045	(1 000 000 000)
Ander bates.....	10 763 395 743	10 471 121 692	292 274 051
	R26 127 881 273	27 884 031 173	(1 756 149 900)
Rand per fyn ons.....	R915,13	R911,09	R4,04
Goudbesit in fyn onse.....	6 646 713	7 012 485	(365 772)

C. J. SWANEPOEL,
Hoofbestuurder.

Pretoria, 8 Januarie 1993.

(22 Januarie 1993)

NOTICE 57 OF 1993
FINANCIAL SERVICES BOARD
THE JOHANNESBURG STOCK EXCHANGE
NOTICE REGARDING
AMENDMENT OF RULES

1. In terms of section 12 (6) of the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985), it is hereby notified that the Johannesburg Stock Exchange has applied to the Registrar of Stock Exchanges for approval to make amendments to its rules, as set forth in the Schedule hereto.
2. In terms of section 12 (7) of the said Act all interested persons (other than members of the Stock Exchange) who have any objections to the proposed amendments are hereby called upon to lodge their objections with the Registrar of Stock Exchanges, Private Bag X238, Pretoria, 0001, within a period of **30 days** from date of this notice.

KENNISGEWING 57 VAN 1993
RAAD OP FINANSIËLE DIENSTE
DIE JOHANNESBURGSE EFFEKTEBEURS
KENNISGEWING BETREFFENDE
WYSIGING VAN REËLS

1. Ingevolge artikel 12 (6) van die Wet op Beheer van Effektebeurse, 1985 (Wet No. 1 van 1985), word hierby bekendgemaak dat die Johannesburgse Effektebeurs by die Registrateur van Effektebeurse aansoek gedoen het om goedkeuring van wysigings aan sy reëls, soos uiteengesit in die Bylae hiervan.
2. Ingevolge artikel 12 (7) van genoemde Wet word alle belanghebbendes (uitgesonderd lede van die Effektebeurs) wat beswaar het teen die voorgestelde wysigings, hierby versoek om hul besware binne 'n tydperk van **30 dae** vanaf die datum van hierdie kennisgewing by die Registrateur van Effektebeurse, Privaatsak X238, Pretoria, 0001, in te dien.

SCHEDULE**GENERAL EXPLANATORY NOTES**

1. Words in square brackets ([]) indicate omissions from existing rules.
2. Words underlined with solid line (—) indicate insertions in existing rules.

**PROPOSED AMENDMENTS TO THE RULES OF THE
JOHANNESBURG STOCK EXCHANGE**

1. PROPOSED AMENDMENT OF RULE 5.260*Safe Custody Scrip:*

- 5.260 5.260.1 No broking firm shall hold securities as defined in 5.260.2 on behalf of any person without the prior written approval of the Committee, which approval shall be granted on an annual basis, and on the condition that such broking firm complies at all times to the satisfaction of the Committee with the provisions of 5.270. The Committee may at any time review and withdraw such approval.

2. PROPOSED AMENDMENT OF RULE 5.290*Managed Accounts:*

- 5.290.1 A broking firm shall not operate a managed account without the prior written approval of the Committee which approval when granted shall be on an annual basis and on the condition that [—]
- [5.290.1] such broking firm complies at all times to the satisfaction of the Committee with the provisions of 5.300[;]. The Committee may at any time review and withdraw such approval.
- 5.290.2 [s]Securities received in respect of or arising from the operation of a managed account and which are retained by the broking firm which operates such account shall constitute securities which a client has requested the broking firm to hold for him in safekeeping and shall be dealt with at all times in the manner set forth in 5.260 and 5.270[; and]
- 5.290.3 [t]The mandate shall provide[s] that all cash received by a broking firm in respect of or arising from the operation of a managed account and which is not paid over to the client or to his order by the broking firm upon receipt of such cash, shall be deposited by the broking firm for the account and in the name of the client with JSE Trustees (Pty) Limited.

3. PROPOSED AMENDMENT OF RULE 5.390*Money Market Transactions:*

- 5.390.1 5.390.1.2 For the purpose of this rule, "institution" means any—
- bank registered in terms of the Deposit-Taking Institutions Act, 1990;
- mutual building society registered in terms of the Mutual Building Societies Act, 1965;
- building society registered in terms of the Deposit-Taking Institutions Act, 1990[;];
- company or any subsidiary of a company whose shares are listed on the JSE;
- government body, local authority or public corporation[;].
- 5.390.2 5.390.2.1 In purchasing or selling short-term money market instruments a broking firm may act only as an agent on behalf of clients unless the client is—
- 5.390.2.1.1 an institution required to be registered by the Financial Services Board [Registrar of Financial Institutions, the Registrar of Banks] and the Registrar of Deposit-Taking Institutions [Building Societies]; or.

4. PROPOSED AMENDMENT OF RULE 14.215*Margin:*

- 14.215 Securities deposited as margin with TOCH shall be registered in the name of a nominee company appointed to act as agent on behalf of TOCH [TOCH Nominees (Pty) Limited] and shall be deposited with the TOCH bank. Such securities shall be recorded and distinguished so that they can at all times be identified as belonging to the person who has deposited such margin.

BYLAE**ALGEMENE VERDUIDELIKENDE NOTAS**

1. Woordes tussen vierkantige hakies ([]) dui skappings uit bestaande reëls aan.
2. Woordes met 'n volstreep daaronder (—) dui invoegings in bestaande reëls aan.

VOORGESTELDE WYSIGINGS AAN DIE REËLS VAN DIE JOHANNESBURGSE EFFEKTEBEURS**1. VOORGESTELDE WYSIGING VAN REËL 5.260***Effektebewyse in veilige bewaring:*

- 5.260 5.260.1 Sonder die voorafverkreë skriftelike goedkeuring van die Komitee hou geen makelaarsfirma namens iemand effekte soos in 5.260.2 omskryf nie, welke goedkeuring op 'n jaarlikse grondslag verleen word en op die voorwaarde dat sodanige makelaarsfirma te alle tye die bepalings van 5.270 tot die bevrediging van die Komitee nakom. Die Komitee kan te eniger tyd sodanige goedkeuring hersien en terugtrek.

2. VOORGESTELDE WYSIGING VAN REËL 5.290*Bestuurde rekenings:*

- 5.290.1 'n Makelaarsfirma bestuur nie 'n bestuurde rekening sonder die voorafverkreë skriftelike goedkeuring van die Komitee nie, welke goedkeuring, wanneer verleen, op 'n jaarlikse grondslag is en op voorwaarde dat [—]
- [5.290.1] sodanige makelaarsfirma te alle tye die bepalings van 5.300 tot die bevrediging van die Komitee nakom[;]. Die Komitee kan te eniger tyd sodanige goedkeuring hersien en terugtrek.
- 5.290.2 [e]Effekte wat ten opsigte van die bestuur van 'n bestuurde rekening ontvang word of daaruit voortspruit en wat deur die makelaarsfirma wat sodanige rekening bestuur, behou word, effekte uitmaak wat op versoek van 'n kliënt deur die makelaarsfirma vir hom in veilige bewaring gehou word en dat daarmee te alle tye op die wyse in 5.260 en 5.270 uiteengesit, gehandel word.[; en]
- 5.290.3 [d]Die volmag bepaal dat alle kontant wat 'n makelaarsfirma ten opsigte van die bestuur van 'n bestuurde rekening ontvang of wat daaruit voortspruit en wat nie deur die makelaarsfirma by die ontvangs van sodanige kontant aan die kliënt of sy order betaal word nie, deur die makelaarsfirma vir die rekening, en op die naam, van die kliënt by JSE Trustees (Edms.) Bpk. gedeponeer word.

3. VOORGESTELDE WYSIGING VAN REËL 5.390*Geldmarktransaksies:*

- 5.390.1 5.390.1.2 By die toepassing van hierdie reël, beteken "instelling" enige—
bank wat ingevolge die Wet op Depositonemende Instellings, 1990, geregistreer is;
onderlinge bouvereniging wat ingevolge die Wet op Onderlinge Bouverenigings, 1965, geregistreer is;
bouvereniging wat ingevolge die Wet op Depositonemende Instellings, 1990, geregistreer is[;]

maatskappy of 'n filiaal van 'n maatskappy waarvan die aandele op die JE genoteer is;

regeringsliggaam, plaaslike owerheid of openbare korporasie].

5.390.2 5.390.2.1 'n Makelaarsfirma mag slegs op 'n agentskapgrondslag optree by die koop of verkoop van korttermyn-geldmarkdokumente namens kliënte, tensy die kliënt—

5.390.2.1.1 'n instelling is wat deur die Raad op Finansiële Dienste [Registrateur van Finansiële Instellings, die Registrateur van Banke] en die Registrateur van Deposito-nemende Instellings [Bouverenigings] vereis word om te registreer; of.

4. VOORGESTELDE WYSIGING VAN REËL 14.215

Marge:

14.215 Sekuriteite wat as marge by KVO gedeponeer word, moet geregistreer word in die naam van 'n nomineemaatskappy wat aangestel is om namens KVO as agent op te tree [KVO Genomineerdes (Edms.) Beperk] en moet by die KVO-bank gedeponeer word. Sodanige sekuriteite sal aangeteken en onderskei word sodat dit te alle tye geïdentifiseer kan word as behorende aan die persoon wat sodanige marge gedeponeer het.

(22 January 1992)/(22 Januarie 1992)

NOTICE 58 OF 1993

DEPARTMENT OF TRADE AND INDUSTRY

HARMFUL BUSINESS PRACTICES ACT, 1988

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, acting on behalf of the Minister of Finance and of Trade and Industry, do hereby, in terms of section 10 (3) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 902 of 1992 as published in *Government Gazette* No. 14322 dated 9 October 1992, as set out in the Schedule.

D. DE V. GRAAFF,

Deputy Minister of Trade and Industry.

SCHEDULE

BUSINESS PRACTICES COMMITTEE

REPORT IN TERMS OF SECTION 10 (1) OF HARMFUL BUSINESS PRACTICES ACT, 1988 (ACT No. 71 OF 1988)

Report No. 25

**J. J. KLEINHANS TRADING AS
J J'S BIKE BAR AND THE BIKE RANCH**

CONTENTS

1. Introduction.
2. The parties.
3. The business practice.
4. Evaluation of the business practice.
5. Recommendations.

KENNISGEWING 58 VAN 1993

DEPARTEMENT VAN HANDEL EN NYWERHEID

WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens die Minister van Finansies en van Handel en Nywerheid, publiseer hiermee, kragtens artikel 10 (3) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), die verslag van die Sakepraktykekomitee oor die uitslag van die ondersoek deur die Komitee gedoen kragtens Algemene Kennisgewing 902 van 1992, soos gepubliseer in *Staatskoerant* No. 14322 van 9 Oktober 1992, soos in die Bylae uiteengesit.

D. DE V. GRAAFF,

Adjunkminister van Handel en Nywerheid.

BYLAE

SAKEPRAKTYKEKOMITEE

VERSLAG KRAGTENS ARTIKEL 10 (1) VAN DIE WET OP SKADELIKE SAKEPRAKTYKE, 1988 (WET No. 71 VAN 1988)

Verslag No. 25

**J. J. KLEINHANS HANDELENDE AS
J J'S BIKE BAR EN THE BIKE RANCH**

INHOUD

1. Inleiding.
2. Die partye.
3. Die sakepraktyk.
4. Evaluering van die sakepraktyk.
5. Aanbevelings.

1. Introduction

During 1990 J. J. Kleinhans (Kleinhans), assisted by his brothers E. J. Kleinhans and R. Kleinhans, commenced trading as a motor cycle dealer and repair shop under the name "J J's Bike Bar". This shop was eventually closed although the business was continued under the name "The Bike Ranch".

Numerous complaints were received by the Business Practices Committee (the Committee) about the way in which the business of Kleinhans was conducted and the Committee decided to institute an investigation in terms of section 8 (1) (a) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988) (the Act), which investigation was announced in *Government Gazette* No. 14322 of 9 October 1992, under General Notice 902.

The Committee also recommended to the Minister that the business practice of Kleinhans be stopped in terms of section 8 (5) of the Act. The Minister accepted the recommendation by the Committee and the following notice was published in *Government Gazette* No. 14392 of 13 November 1992:

J. J. Kleinhans and any employee or agent of the aforementioned is herewith, in terms of section 8 (5) of the Harmful Business Practices Act, 1988 (Act No. 71 of 1988), forbidden, during the period from the date of this Notice to 8 January 1993, to directly or indirectly—

(a) sell motor vehicles or motor cycles or any parts thereof without the explicit consent of the rightful owner;

(b) neglect to pay without delay monies owing to the rightful owner in respect of the sale of a motor vehicle or motor cycle; and

(c) during the aforementioned period make a representation that the subject of a transaction has a particular history, performance characteristics, accessories or benefits which it does not have, or in the course of business make any other misrepresentation.

2. The parties

The investigation concerned the business practices of J. J. Kleinhans and his employees or agents.

3. The business practice

Information obtained by the Committee indicated that numerous clients had suffered financial losses as a result of the following business practices conducted by Kleinhans:

(a) Motor cycles in the possession or under the care of Kleinhans were sold without the consent of the rightful owners. This included motor cycles left with Kleinhans for repairs or for quotations on repair work.

(b) Some clients who had their motor cycles returned found that parts were missing.

(c) In some cases where motor cycles were sold by Kleinhans on behalf of clients he failed to repay the monies owing to the rightful owners.

1. Inleiding

Gedurende 1990 het J. J. Kleinhans (Kleinhans), bygestaan deur sy broers E. J. Kleinhans en R. Kleinhans, as 'n motorfietshandelaar en -herstelwinkel onder die naam "J J's Bike Bar" begin besigheid doen. Hierdie winkel is later gesluit alhoewel die besigheid voortgegaan het onder die naam "The Bike Ranch".

Talle klagtes is deur die Sakepraktykekomitee (die Komitee) ontvang oor die wyse waarop Kleinhans besigheid gedoen het en die Komitee het besluit om kragtens artikel 8 (1) (a) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988) (die Wet), ondersoek in te stel. Kennis van die ondersoek is in die *Staatskoerant* No. 14322 van 9 Oktober 1992 by Algemene Kennisgewing 902 gegee.

Die Komitee het ook by die Minister aanbeveel dat die sakepraktyk van Kleinhans kragtens artikel 8 (5) van die Wet onwettig verklaar word. Die Minister het die aanbeveling deur die Komitee aanvaar en die volgende kennisgewing het in *Staatskoerant* No. 14392 van 13 November 1992 verskyn:

J. J. Kleinhans en enige werknemer of agent van hom word hierby, kragtens artikel 8 (5) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), verbied om gedurende die periode vanaf datum van hierdie kennisgewing tot 8 Januarie 1993, regstreeks of onregstreeks—

(a) motorvoertuie of motorfietsse of enige dele daarvan te verkoop sonder die uitdruklike toestemming van die reghebbende;

(b) na te laat om ten opsigte van 'n motorvoertuig of motorfiets wat namens 'n derde persoon verkoop word enige gelde wat ontvang word sonder versuim aan die reghebbende oor te betaal; en

(c) tydens die voorgemelde tydperk 'n voorstelling te maak dat die onderwerp van 'n transaksie beskik oor 'n geskiedenis, werkverrigtingseienskappe, bybehore of voordele waarvoor dit nie beskik nie, of enige ander wanvoorstelling in die loop van besigheid te maak.

2. Die partye

Die ondersoek het betrekking op die sakepraktyk van J. J. Kleinhans en sy werknemers of agente.

3. Die sakepraktyk

Inligting tot die Komitee se beskikking dui daarop dat talle kliënte finansiële verliese gely het as gevolg van die volgende sakepraktyke wat deur Kleinhans toegepas is:

(a) Motorfietsse in die besit of in die sorg van Kleinhans is verkoop sonder die toestemming van die reghebbende. Dit sluit motorfietsse in wat by Kleinhans gelaat is vir herstelwerk of vir kwotasies ten opsigte van herstelwerk.

(b) Sommige kliënte wat wel hulle motorfietsse terug ontvang het het vasgestel dat onderdele daarvan ontbreek het.

(c) In sommige gevalle waar motorfietsse namens kliënte verkoop is, het Kleinhans versuim om die gelde aan die reghebbendes oor te betaal.

(d) Misrepresentations were made to clients that the subject of a transaction had a particular history, performance characteristics, accessories or benefits which it did not have. Many clients entered into agreements to buy motor cycles in reliance on these misrepresentations by Kleinhans and his employees.

In one instance a client paid a holding deposit on a specific motor cycle. When he visited the premises where Kleinhans conducted business he was informed that the motor cycle had been sold. Kleinhans told the client that he was rebuilding another motor cycle for him. Kleinhans undertook to provide the client with a roadworthy permit in respect of this motor cycle. The performance of this motor cycle was totally unsatisfactory and eventually the client had to approach another repair shop for assistance. This client suffered financial losses since he had to pay for the additional repair work.

Another client purchased an 1100cc motor cycle engine from Kleinhans. According to Kleinhans this engine was newly built-up and in a good condition. In fact the engine was not in working order. An independent mechanic inspected the engine and found that many faulty parts were fitted and that various of these parts were in fact meant for a 750cc motor cycle engine.

Information about the business practices mentioned above are corroborated by numerous affidavits received from dissatisfied clients of Kleinhans. It was apparent that particulars of the business practice as experienced by clients of Kleinhans were in many cases similar.

Many clients who bought motor cycles from Kleinhans paid deposits and were required to make monthly payments. When Kleinhans closed the shop J J's Bike Bar he failed to inform clients about his change of address. Many of these clients were threatened with litigation as a result of their subsequent non-payment of instalments.

4. Evaluation of the business practice

In section 1 of the Act a harmful business practice is defined as any business practice which, directly or indirectly, has or is likely to have the effect of—

- (a) harming the relations between businesses and consumers;
- (b) unreasonably prejudicing any consumer; or
- (c) deceiving any consumer.

As far as the business practices of Kleinhans are concerned the Committee is convinced that at least elements (b) and (c) mentioned above are present in the activities of Kleinhans and his employees or agents.

Unreasonable prejudice to the clients of Kleinhans occurred when he sold their motor cycles without their consent and when he neglected to pay monies owing to the rightful owner in respect of the sale of a motor cycle.

(d) Wanvoorstellings is aan kliënte gemaak dat die onderwerp van 'n transaksie beskik oor 'n geskiedenis, werkverrigtingseienskappe, bybehore of voordele waaroor dit nie beskik nie. Talle kliënte het op grond van hierdie wanvoorstellings deur Kleinhans en sy werknemers ooreenkomste vir die koop van motorfietsse gesluit.

In een geval het 'n kliënt 'n deposito op 'n spesifieke motorfiets betaal. Tydens 'n besoek aan die perseel waar Kleinhans besigheid gedoen het, is hy meegedeel dat die motorfiets verkoop is. Kleinhans het die kliënt meegedeel dat hy besig was om 'n ander motorfiets vir hom op te bou. Kleinhans het onderneem om die kliënt te voorsien van 'n padwaardigheidsertifikaat ten opsigte van die motorfiets. Die werkverrigting van hierdie motorfiets was totaal en al onbevredigend en uiteindelik moes die kliënt 'n ander werkswinkel nader vir bystand. Hierdie kliënt het finansiële verliese gely aangesien hy vir die bykomende herstelwerk moes betaal.

'n Ander kliënt het 'n enjin vir 'n 1 100-cc-motorfiets by Kleinhans gekoop. Volgens Kleinhans was hierdie enjin nuut opgebou en in 'n goeie toestand. In werklikheid was die enjin glad nie in werkende toestand nie. 'n Onafhanklike werktuigkundige het die enjin nagegaan en bevind dat dit talle foutiewe onderdele bevat en dat verskeie van hierdie onderdele in werklikheid vir 'n 750-cc-motorfietsenjin bedoel is.

Inligting oor bogenoemde sakepraktyke word gestaaf deur beëdigde verklarings wat van talle ontevrede kliënte van Kleinhans ontvang is. Dit was opvallend dat besonderhede van die sakepraktyke soos ondervind deur die verskillende kliënte van Kleinhans in baie gevalle ooreengekom het.

Heelwat kliënte wat motorfietsse van van Kleinhans gekoop het, het deposito's betaal en moes daarna maandelikse betalings maak. By die sluiting van die besigheid J J's Bike Bar is kliënte nie in kennis gestel van die adresverandering van sy besigheid nie. Menige kliënt is met regstappe gedreig as gevolg van hulle daaropvolgende nie-betaling van paaieimente.

4. Evaluering van die sakepraktyk

In artikel 1 van die Wet word 'n skadelike sakepraktyk omskryf as enige sakepraktyk wat regstreek of onregstreeks die uitwerking het of waarskynlik sal hê om—

- (a) die verhoudinge tussen besighede en verbruikers te skaad;
- (b) enige verbruiker onredelik te benadeel; of
- (c) enige verbruiker te mislei.

Wat die sakepraktyke van Kleinhans betref is die Komitee oortuig dat minstens elemente (b) en (c) hierbo vermeld teenwoordig is in die aktiwiteite van Kleinhans en sy werknemers of agente.

Kliënte van Kleinhans is onredelik benadeel by die verkoop van hulle motorfietsse sonder hulle toestemming asook by die nalaat om gelde aan hulle verskuldig by die verkoop van motorfietsse aan hulle oor te betaal.

Clients were enticed to enter into agreements with Kleinhans on the strength of various misrepresentations.

Many clients suffered severe financial losses as a result of their dealings with Kleinhans. Some clients have lost their means of transport and were severely inconvenienced.

The Committee is convinced that the business practices conducted by Kleinhans cannot be justified in the public interest and should be declared unlawful.

5. Recommendations

In the light of the afore-mentioned the Committee recommends that in terms of section 12 (1) of the Act—

(a) the Minister declares unlawful the business practices of J. J. Kleinhans whereby he or any employee or agent acting on his behalf—

(i) sells motor vehicles or motor cycles or any parts thereof without the explicit consent of the rightful owner;

(ii) fails to pay monies owing to the rightful owner in respect of the sale of a motor vehicle or motor cycle, within a reasonable period; or

(iii) makes a representation that the subject of a transaction has a particular history, performance characteristics, accessories or benefits which it does not have, or in the course of business makes any other misrepresentation.

(b) J. J. Kleinhans and any employee or agent acting on his behalf be ordered to—

(i) refrain from applying the harmful business practice;

(ii) cease to have any interest in any business or type of business which applies the harmful business practice or to derive any income therefrom;

(iii) refrain from at any time applying the harmful business practice; and

(iv) refrain from at any time obtaining any interest in or deriving any income from a business or type of business applying the harmful business practice.

PROF. LOUISE A. TAGER,

Chairman: Business Practices Committee.

NOTICE 59 OF 1993

DEPARTMENT OF TRADE AND INDUSTRY

HARMFUL BUSINESS PRACTICES ACT, 1988

I, David de Villiers Graaff, Deputy Minister of Trade and Industry, acting on behalf of the Minister of Finance and of Trade and Industry, after having considered a report by the Business Practices Committee in relation to an investigation of which notice was given in General Notice 902 of 1992 published in *Government Gazette* No. 14322 of 9 October 1992, which report was published in Notice 58 in *Government Gazette* No. 14533 of 22 January 1993, and being of the opinion that a harmful business practice exists which is not justified in the public interest, do hereby exercise my powers in terms of section 12 (1) (b) and (c) of the Harmful Business Practices Act (Act No. 71 of 1988), as set out in the Schedule.

D. DE V. GRAAFF,

Deputy Minister of Trade and Industry.

Kliënte is ooreed om ooreenkomste met Kleinhans aan te gaan op grond van verskeie wanvoorstellings.

Talle kliënte het finansiële verliese gelyk as gevolg van hulle transaksies met Kleinhans. Sommige kliënte het hulle vervoermiddels verloor en was gevolglik erg verontref.

Die Komitee is oortuig dat die sakepraktyke deur Kleinhans toegepas nie in die openbare belang geregverdig is nie en onwettig verklaar behoort te word.

5. Aanbevelings

Uit hoofde van die voorgaande beveel die Komitee aan dat kragtens artikel 12 (1) van die Wet—

(a) die Minister die sakepraktyk onwettig verklaar waarby J. J. Kleinhans of enige werknemer of agent wat namens hom optree—

(i) motorvoertuie of motorfiets of enige dele daarvan verkoop sonder die uitdruklike toestemming van die reghebbende;

(ii) nalaat om ten opsigte van 'n motorvoertuig of motorfiets wat verkoop word enige gelde binne 'n redelike tydperk aan die reghebbende oor te betaal; en

(iii) 'n voorstelling maak dat die onderwerp van 'n transaksie beskik oor 'n geskiedenis, werkverrigtingseienskappe, bybehore of voordele waaroor dit nie beskik nie, of enige ander wanvoorstelling in die loop van besigheid maak.

(b) Kleinhans en enige werknemer of agent wat namens hom optree gelas word om—

(i) af te sien van die toepassing van die skadelike sakepraktyk;

(ii) op te hou om enige belang in 'n besigheid of tipe besigheid te hê wat die skadelike sakepraktyk bedryf, of om enige inkomste daaruit te verkry;

(iii) te gener tyd die skadelike sakepraktyk te bedryf nie; en

(iv) te gener tyd enige belang in 'n besigheid of 'n tipe besigheid wat die skadelike sakepraktyk bedryf, te bekom nie, of om enige inkomste daaruit te verkry nie.

PROF. LOUISE A. TAGER,

Voorsitter: Sakepraktykcommittee.

KENNISGEWING 59 VAN 1993

DEPARTEMENT VAN HANDEL EN NYWERHEID

WET OP SKADELIKE SAKEPRAKTYKE, 1988

Ek, David de Villiers Graaff, Adjunkminister van Handel en Nywerheid, handelende namens die Minister van Finansies en van Handel en Nywerheid, na ooreweging van 'n verslag deur die Sakepraktykcommittee met betrekking tot 'n ondersoek waarvan in Algemene Kennisgewing 902 van 1992 in *Staatskoerant* No. 14322 van 9 Oktober 1992 kennis gegee is, welke verslag gepubliseer is by Kennisgewing 58 in *Staatskoerant* No. 14533 van 22 Januarie 1993, is van oordeel dat 'n skadelike sakepraktyk bestaan wat nie in die openbare belang geregverdig is nie, en oefen hiermee my bevoegdheid uit kragtens artikel 12 (1) (b) en (c) van die Wet op Skadelike Sakepraktyke, 1988 (Wet No. 71 van 1988), soos in die Bylae uiteengesit.

D. DE V. GRAAFF,

Adjunkminister van Handel en Nywerheid.

SCHEDULE

In this notice, unless the context indicates otherwise—

"harmful business practice" means—

(i) the selling of motor vehicles or motor cycles or any parts thereof without the explicit consent of the rightful owner;

(ii) failure to pay monies owing to the rightful owner in respect of the sale of a motor vehicle or motor cycle, within a reasonable period; or

(iii) representing that the subject of a transaction has a particular history, performance characteristics, accessories or benefits which it does not have, or in the course of business makes any other misrepresentation.

"the parties" means J. J. KLEINHANS or any employee or agent acting on his behalf.

1. The harmful business practice is hereby declared unlawful.

2. The parties are hereby directed to—

(a) *refrain from applying the harmful business practice;*

(b) *cease to have any interest in a business or type of business which applies the harmful business practice or to derive any income therefrom;*

(c) *refrain from at any time applying the harmful business practice; and*

(d) *refrain from at any time obtaining any interest in or deriving any income from a business or type of business applying the harmful business practice.*

3. This notice shall come into operation upon the date of publication hereof.

(22 January 1993)

NOTICE 60 OF 1993

**ADMINISTRATION: HOUSE OF ASSEMBLY
DEPARTMENT OF AGRICULTURAL
DEVELOPMENT**

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,

Director: Directorate Financial Assistance,
Department of Agricultural Development.

BYLAE

In hierdie kennisgewing, tensy uit die samehang anders blyk, beteken—

"skadelike sakepraktyk"—

(i) die verkoop van motorvoertuie of motorfietsse of enige dele daarvan sonder die uitdruklike toestemming van die reghebbende;

(ii) nalaat om ten opsigte van 'n motorvoertuig of motorfiets wat verkoop word enige gelde binne 'n redelike tydperk aan die reghebbende oor te betaal; en

(iii) die maak van 'n voorstelling dat die onderwerp van 'n transaksie beskik oor 'n geskiedenis, werkverrigtingseienskappe, bybehore of voordele waaroor dit nie beskik nie, of enige ander wanvoorstelling in die loop van besigheid maak.

"die partye" J. J. KLEINHANS en enige werknemer of agent wat namens hom optree.

1. Die skadelike sakepraktyk word hiermee onwettig verklaar.

2. Die partye word hiermee gelas om—

(a) *af te sien van die toepassing van die skadelike sakepraktyk;*

(b) *op te hou om enige belang in 'n besigheid of tipe besigheid te hê wat die skadelike sakepraktyk bedryf, of om enige inkomste daaruit te verkry;*

(c) *te gener tyd die skadelike sakepraktyk te bedryf nie; en*

(d) *te gener tyd enige belang in 'n besigheid of tipe besigheid wat die skadelike sakepraktyk bedryf te bekom nie, of om enige inkomste daaruit te verkry nie.*

3. Die kennisgewing tree in werking op die datum van publikasie hiervan.

(22 Januarie 1993)

KENNISGEWING 60 VAN 1993

**ADMINISTRASIE: VOLKSRAAD
DEPARTEMENT VAN LANDBOU-
ONTWIKKELING**

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,

Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

Application by Aansoek van	Place of meeting Plek van byeenkoms	Date and time Datum en tyd
Johannes Renier Coetzee (Id. No. 300330 5025 000) of the farm/van die plaas Wonderfontein; P.O. Box/Posbus 157, Groot Marico, 2850	Magistrate's Office/Kantoor van die Landdros, Groot Marico	25 February/Februarie 1993 at/om 10:00.

NOTICE 61 OF 1993**ADMINISTRATION: HOUSE OF ASSEMBLY****DEPARTMENT OF AGRICULTURAL
DEVELOPMENT****NOTICE OF MEETING OF CREDITORS IN TERMS
OF SECTION 22 (1) OF THE AGRICULTURAL
CREDIT ACT, 1966**

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,

Director: Directorate Financial Assistance,
Department of Agricultural Development.

KENNISGEWING 61 VAN 1993**ADMINISTRASIE: VOLKSRAAD****DEPARTEMENT VAN LANDBOU-
ONTWIKKELING****KENNISGEWING VAN VERGADERING VAN SKULDEISERS
KRAGTENS ARTIKEL 22 (1) VAN DIE WET
OP LANDBOUKREDIET, 1966**

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,

Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

Application by Aansoek van	Place of meeting Plek van byeenkoms	Date and time Datum en tyd
Francois Jacobus Marais (Id. No. 460923 5041 005) of the farm/van die plaas Leeuwvallei; P.O. Box/Posbus 24, Burgersfort, 1150	Magistrate's Office/Kantoor van die Landdros, Lydenburg	1 March/Maart 1993 at/om 09:00.

(22 January 1993)/(22 Januarie 1993)

NOTICE 62 OF 1993**ADMINISTRATION: HOUSE OF ASSEMBLY****DEPARTMENT OF AGRICULTURAL
DEVELOPMENT****NOTICE OF MEETING OF CREDITORS IN TERMS
OF SECTION 22 (1) OF THE AGRICULTURAL
CREDIT ACT, 1966**

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,

Director: Directorate Financial Assistance,
Department of Agricultural Development.

KENNISGEWING 62 VAN 1993**ADMINISTRASIE: VOLKSRAAD****DEPARTEMENT VAN LANDBOU-
ONTWIKKELING****KENNISGEWING VAN VERGADERING VAN SKULDEISERS
KRAGTENS ARTIKEL 22 (1) VAN DIE WET
OP LANDBOUKREDIET, 1966**

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,

Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

Application by Aansoek van	Place of meeting Plek van byeenkoms	Date and time Datum en tyd
Francis Joseph Language (Id. No. 250726 5022 006) of the farm/van die plaas Kalkfontein; P.O. Box/Posbus 32, Steelpoort, 1133	Magistrate's Office/Kantoor van die Landdros, Lydenburg	8 March/Maart 1993 at/om 09:00.

(22 January 1993)/(22 Januarie 1993)

NOTICE 63 OF 1993**ADMINISTRATION: HOUSE OF ASSEMBLY****DEPARTMENT OF AGRICULTURAL
DEVELOPMENT**

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicants and their creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicants and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,

Director: Directorate Financial Assistance,
Department of Agricultural Development.

KENNISGEWING 63 VAN 1993**ADMINISTRASIE: VOLKSRAAD****DEPARTEMENT VAN LANDBOU-
ONTWIKKELING**

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikante en hulle skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikante te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,

Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

Application by Aansoek van	Place of meeting Plek van byeenkoms	Date and time Datum en tyd
Dirk Louis Visagie (Sr) (Id. No. 311117 5039 009) of the farm/van die plaas Enigedorst; P.O. Box/Posbus 30, Paul Roux, 9800, and/en Dirk Louis Visagie (Jr) (Id. No. 640121 5013 008) of the farm/van die plaas Belgravia; P.O. Box/Posbus 145, Paul Roux, 9800	Magistrate's Office/Kantoor van die Landdros, Bethlehem	5 March/Maart 1993 at/om 10:00.

(22 January 1993)/(22 Januarie 1993)

NOTICE 64 OF 1993**ADMINISTRATION: HOUSE OF ASSEMBLY****DEPARTMENT OF AGRICULTURAL
DEVELOPMENT**

NOTICE OF MEETING OF CREDITORS IN TERMS OF SECTION 22 (1) OF THE AGRICULTURAL CREDIT ACT, 1966

A meeting of the undermentioned applicant and his creditors is hereby convened at the place and date mentioned hereunder for the purpose of enabling creditors to prove their claims against the applicant and of considering a proposal for a compromise by the Agricultural Credit Board.

J. H. SMIT,

Director: Directorate Financial Assistance,
Department of Agricultural Development.

KENNISGEWING 64 VAN 1993**ADMINISTRASIE: VOLKSRAAD****DEPARTEMENT VAN LANDBOU-
ONTWIKKELING**

KENNISGEWING VAN VERGADERING VAN SKULDEISERS KRAGTENS ARTIKEL 22 (1) VAN DIE WET OP LANDBOUKREDIET, 1966

Hierby word 'n vergadering van ondergenoemde applikant en sy skuldeisers op die plek en datum hieronder genoem, belê, met die doel om skuldeisers in staat te stel om hul vorderings teen die applikant te bewys en 'n skikkingsvoorstel van die Landboukredietraad te oorweeg.

J. H. SMIT,

Direkteur: Direktoraat Finansiële Bystand,
Departement van Landbou-ontwikkeling.

Application by Aansoek van	Place of meeting Plek van byeenkoms	Date and time Datum en tyd
Jan Hendrik Vorster (Id. No. 371001 5008 007) of the farm/van die plaas Sterkfontein; P.O. Box/Posbus 272, Naboomspruit	Magistrate's Office/Kantoor van die Landdros, Naboomspruit	5 March/Maart 1993 at/om 08:30.

(22 January 1993)/(22 Januarie 1993)

NOTICE 65 OF 1993**DEPARTMENT OF TRANSPORT****INTERNATIONAL AIR SERVICES ACT, 1949
(Act No. 51 OF 1949), AS AMENDED**

Pursuant to the provisions of sections 5 (a) and (b) of Act No. 51 of 1949 and regulation 5 of the Civil Air Services Regulations, 1964, it is hereby notified for general information that the applications, details of which appear in the Schedule hereto, will be heard by the International Air Service Council.

Representations in accordance with section 6 (1) of Act No. 51 of 1949 in support of, or in opposition to, an application, should reach the Chairman of the International Air Service Council, Private Bag X193, Pretoria, 0001, and the applicant within 21 days of the date of publication hereof, stating whether the party or parties making such representation intend to be present or represented at the hearing.

The International Air Service Council will cause notice of the time, date and place of the hearing to be given in writing to the applicant and all parties who have made representations as aforesaid and who desire to be present or represented at the hearing.

SCHEDULE D**LIST OF APPLICATIONS FOR THE ALTERATION, MODIFICATION OR AMENDMENT TO LICENCES**

(A) Name and address of applicant. (B) Name under which the air service is operated. (C) Particulars of the licence and of the alteration, modification or amendment thereto or the conditions thereof which has been applied for.

(A) Metro 'D' (Pty) Ltd, P.O. Box 3939, Nelspruit, 1200. (B) Metavia Charters. (C) Non-scheduled Air Transport Service Licence N220. Under "Name under which the air service is being operated" delete existing and add: "Norse Air Charters".

(A) Anglo American Corp of S.A. Ltd, P.O. Box 61587, Marshalltown, 2107. (B) Anglo American Corp S.A. Ltd. (C) Non-scheduled Air Transport Service Licence N376. Under "Area to be served" delete existing and add: "Worldwide, excluding the Republic of South Africa". Under "Base of operation" add: "Kimberley Airport, Kleinsee Airport, Vaal Reefs Heliport". Under "Aircraft to be used" delete: "Citation II ZS-LDK, Beech 200 A2-ACO, ZS-KJP and ZS-KLH, Bell 206B ZS-HFC and ZS-HEM" and add: "Gulfstream IV EI-CAH". Under "Types and Classes of traffic to be conveyed" delete existing and add: "Employees of Anglo American Corporation and their associated companies, their visitors and guests. Any company, corporate body or government agency approved by the Corporation to use its aircraft".

(A) Executive Aerospace Operations (Pty) Ltd, P.O. Louis Botha Airport, 4029. (B) Executive Aerospace. (C) Non-scheduled Air Transport Service Licence N650. Under "Aircraft to be used" add: "Antonov AN32 CCCP48059".

KENNISGEWING 65 VAN 1993**DEPARTEMENT VAN VERVOER****WET OP INTERNASIONALE LUGDIENSTE, 1949
(Wet No. 51 VAN 1949), SOOS GEWYSIG**

Hierby word ingevolge die bepalings van artikels 5 (a) en (b) van Wet No. 51 van 1949 en regulasie 5 van die Regulasies vir Burgerlugdienste, 1964, vir algemene inligting bekendgemaak dat die Raad op Internasionale Lugdienste die aansoeke waarvan besonderhede in die Bylae hieronder verskyn, sal aanhoor.

Verhoë ingevolge artikel 6 (1) van Wet No. 51 van 1949 ter ondersteuning of bestryding van 'n aansoek moet die Voorsitter van die Raad op Internasionale Lugdienste, Privaatsak X193, Pretoria, 0001, en die aansoeker binne 21 dae na die datum van publikasie hiervan bereik en daarin moet gemeld word of die persoon of persone wat aldus verhoë rig, van plan is om die verrigtinge by te woon of om daar verteenwoordig te word.

Die Raad op Internasionale Lugdienste sal reël dat kennis van die datum, tyd en plek van die verrigtinge skriftelik gegee word aan die aansoeker en al die persone wat aldus verhoë gerig het en wat verlang om aldus teenwoordig of verteenwoordig te wees.

BYLAE D**LYS VAN AANSOEKE OM DIE VERANDERING OF WYSIGING VAN LISENSIES**

(A) Naam en adres van applikant. (B) Naam waaronder die lugdiens geëksploiteer word. (C) Besonderhede betreffende die lisensie en die verandering of wysiging daarvan of die voorwaardes daarvan ten opsigte waarvan aansoek gedoen is.

(A) Metro 'D' (Edms.) Bpk., Posbus 3939, Nelspruit, 1200. (B) Metavia Charters. (C) Nie-vasgestelde-lugvervoerdienslisensie N220. Onder "Naam waaronder die lugdiens bedryf word" skrap huidige en voeg by: "Norse Air Charters".

(A) Anglo American Corp of S.A. Bpk., Posbus 61587, Marshalltown, 2107. (B) Anglo American Corp S.A. Bpk. (C) Nie-vasgestelde-lugvervoerdienslisensie N376. Onder "Area wat bedien gaan word" skrap huidige en voeg by: "Wêreldwyd, uitgesonderd die Republiek van Suid-Afrika". Onder "Uitgangsbasis" voeg by: "Kimberleylughawe, Kleinzeelughawe en Vaal Reefs Heliawe". Onder "Lugvaartuig wat gebruik gaan word" skrap: "Citation II ZS-LDK, Beech 200 A2-ACO, ZS-KJP en ZS-KLH. Bell 206B ZS-HFC en ZS-HEM" en voeg by: "Gulfstream IV EI-CAH". Onder "Soort verkeer wat vervoer gaan word" skrap huidige en voeg by: "Werknemers van Anglo American Corporation en hul verwante maatskappye, hulle besoekers en gaste. Enige maatskappy, korporatiewe liggaam of goewermentagentskap goedgekeur deur die korporasie vir die gebruik van hulle lugvaartuie".

(A) Executive Aerospace Operations (Edms.) Bpk., P.O. Louis Bothalughawe, 4029. (B) Executive Aerospace. (C) Nie-vasgestelde-lugvervoerdienslisensie N650. Onder "Lugvaartuie wat gebruik gaan word" voeg by: "Antonov AN32 CCCP48059".

(A) Court Helicopters (Pty) Ltd, D. F. Malan Airport, Cape Town, 7525. (B) Court Helicopters. (C) Non-scheduled Air Transport Service Licence N360. Under "Base of Operation" add: "Johannesburg/Rand Airport, Durban/Virginia Airport and George/P. W. Botha Airport".

(A) Airlink Airline (Pty) Ltd, P. O. Box 7529, Bonaero Park, 1622. (B) Airlink Airline. (C) Scheduled Air Transport Service Licence S476. Under "Frequency and Tariff" add: "Durban/Maputo/Durban: a maximum of 10 return flights per week. Single R390,00 and Return R780,00".

(A) Commercial Airways (Pty) Ltd, P.O. Box 7015, Bonaero Park, 1622. (B) Comair. (C) Scheduled Air Transport Service Licence S81. Under "Aircraft to be used", add: "Fokker F28-4000 ZS-NGB". Under "Routes to be served, Frequency and Tariff of charges", add:

(A) Court Helicopters (Edms.) Bpk., D. F. Malanlughawe, Kaapstad, 7525. (B) Court Helicopters. (C) Nievasgestelde-lugvervoerdienslisensie N360. Onder "Uitgangsbasis" voeg by: "Johannesburg/Randlughawe, Durban/Virginialughawe en George/P. W. Bothalughawe".

(A) Airlink Airline (Edms.) Bpk., Posbus 7529, Bonaero Park, 1622. (B) Airlink Airline. (C) Vasgestelde-lugvervoerdienslisensie S476. Onder "Frekwensie en Tarief" voeg by: "Durban/Maputo/Durban: 'n maksimum van 10 retoervlugte per week. Enkel R390,00 en Retoer R780,00".

(A) Commercial Airways (Edms.) Bpk., Posbus 7015, Bonaero Park, 1622. (B) Comair. (C) Vasgestelde-lugvervoerdienslisensie S81. Onder "Lugvaartuig wat gebruik gaan word", voeg by: "Fokker F28-4000 ZS-NGB". Onder "Roetes wat bedien gaan word, frekwensie en tarief", voeg by:

"Routes	Frequency	Y/RT	Tariff YHE	YLE
Johannesburg to Harare.....	3 flights per week.....	R1 187	R 827	R500
Johannesburg to Windhoek.....	3 flights per week.....	R 890	R 665	R450
Johannesburg to Lusaka.....	2 flights per week.....	R1 435	R1 037	R720

Y/RT — Economy/Return
YHE — Excursion
YLE — Economy Supersaver".

"Roetes	Frekwensie	Y/RT	Tarief YHE	YLE
Johannesburg na Harare.....	3 vlugte per week.....	R1 187	R 827	R500
Johannesburg na Windhoek.....	3 vlugte per week.....	R 890	R 665	R450
Johannesburg na Lusaka.....	2 vlugte per week.....	R1 435	R1 037	R720

Y/RT — Ekonomiese klas/Retoer
YHE — Ekskursie
YLE — Ekonomiese primabespaarder".

NOTICE 66 OF 1993

DEPARTMENT OF MANPOWER

LABOUR RELATIONS ACT, 1956

CANCELLATION OF REGISTRATION OF AN EMPLOYERS' ORGANISATION

I, Gerhardus Coenraad Papenfus, Assistant Industrial Registrar, hereby notify, in terms of section 14 (1) of the Labour Relations Act, 1956, that as I have reason to believe that the SA Agricultural Machinery Association has been wound up, its registration will be cancelled unless cause to the contrary is shown within a period of 30 days from the date of publication of this notice.

G. C. PAPENFUS,

Assistant Industrial Registrar.

(22 January 1993)

KENNISGEWING 66 VAN 1993

DEPARTEMENT VAN MANNEKRAG

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN REGISTRASIE VAN 'N WERKGEWERSORGANISASIE

Ek, Gerhardus Coenraad Papenfus, Assistent-nywerheidsregistrator, maak hierby kragtens artikel 14 (1) van die Wet op Arbeidsverhoudinge, 1956, bekend dat aangesien ek rede het om te vermoed dat die SA Agricultural Machinery Association gelikwedeer is, sy registrasie ingetrek sal word, tensy redes daarteen binne 'n tydperk van 30 dae vanaf die datum van publikasie van hierdie kennisgewing aangevoer word.

G. C. PAPENFUS,

Assistentnywerheidsregistrator.

(22 Januarie 1993)

NOTICE 67 OF 1993**CUSTOMS AND EXCISE TARIFF APPLICATIONS:
LIST 2/93**

The following applications concerning the Customs and Excise Tariff have been received by the Board on Tariffs and Trade. Any objections to or comments on these representations must be submitted to the Chairman, Board on Tariffs and Trade, Private Bag X753, Pretoria, 0001, within six weeks of the date of this notice. Attention is drawn to the fact that the rates of duty mentioned in the applications are those requested by the applicants and that the Board may, depending on its findings, recommend lower or higher rates of duty.

Reduction in the rate of duty on:

1. Other chemical contraceptive preparations based on spermicides, classifiable under tariff subheading 3006.60.90, from 20 per cent *ad valorem* to free of duty.

[BTT Ref. T5/2/6/3/1 (920443)]

(Mr G. S. Bester)

Applicant

Family Planning Sales (Pty) Ltd, P.O. Box 1743, Parklands, 2121.

2. Flavoured tea, classifiable under tariff subheadings 0902.10.10, 0902.30.10 and 0902.40.05, from 25 per cent *ad valorem* to free.

[BTT Ref. T5/2/3/2/1 (920490)]

(Ms H. S. Claassens)

Applicant

Stafford Bros & Draeger (Pty) Ltd, P.O. Box 48153, Roosevelt Park, 2129

3. Pentaerythritol, classifiable under tariff subheading 2905.42.90, from a rate of duty of 20 per cent *ad valorem* or 155c/kg less 80 per cent *ad valorem* to free of duty; maleic anhydride, classifiable under tariff subheading 2917.14, from a rate of duty of 15 per cent *ad valorem* or 92,5c/kg less 85 per cent *ad valorem* to free of duty; and phthalic anhydride, classifiable under tariff subheading 2917.35, from a rate of duty of 20 per cent *ad valorem* or 120c/kg less 80 per cent *ad valorem* to free of duty.

[BTT Ref. T5/2/6/2/1 (920465)]

(Mr G. S. Bester)

Applicant

Plascon Paints (Transvaal) (Pty) Ltd, P.O. Box 1227, Johannesburg, 2000.

Withdrawal of the rebate facilities in respect of:

1. (a) Rubberised textile fabrics, for the manufacture of furniture and fixtures (item 320.01/59.06/01.804).

(b) Textile fabrics impregnated, coated, covered or laminated with plastics, for the manufacture of furniture and fixtures (item 320.01/59.03/01.04).

(c) Textile fabrics otherwise impregnated, coated or covered, for the manufacture of furniture and fixtures (item 320.01/59.03/01.04).

KENNISGEWING 67 VAN 1993**DOEANE- EN AKSYNSTARIEFAANSOEKE:
LYS 2/93**

Onderstaande aansoeke betreffende die Doeane-en Aksynstarief is deur die Raad op Tariewe en Handel ontvang. Enige beswaar teen of kommentaar op hierdie versoë moet binne ses weke na die datum van hierdie kennisgewing aan die Voorsitter, Raad op Tariewe en Handel, Privaat Sak X753, Pretoria, 0001, gerig word. Die aandag word daarop gevestig dat die skale van reg wat in die aansoeke genoem word, dié is wat deur die applikante aangevra is en dat die Raad, afhangende van sy bevindinge hoër of laer skale van reg mag aanbeveel.

Verlaging van die skaal van reg op:

1. Ander chemiese voorbehoedmiddels wat op spermdodors gebaseer is, indeelbaar by tariefsubpos 3006.60.90, van 20 persent *ad valorem* tot vry van reg.

[RTH-verw. T5/2/6/3/1 (920443)]

(Mnr. G. S. Bester)

Applikant

Family Planning Sales (Edms.) Bpk., Posbus 1743, Parklands, 2121.

2. Gegeurde tee, indeelbaar by tariefsubposte 0902.10.10, 0902.30.10 en 0902.40.05, van 25 persent *ad valorem* tot vry.

[RTH-verw. T5/2/3/2/1 (920490)]

(Me. H. S. Claassens)

Applikant

Stafford Bros & Draeger (Pty) Ltd, Posbus 48153, Roosevelt Park, 2129.

3. Pentaeritritol indeelbaar by tariefsubpos 2905.42.90, van 'n skaal van reg van 20 persent *ad valorem* of 155c/kg min 80 persent *ad valorem* tot vry van reg; maleïensuuranhidried, indeelbaar by tariefsubpos 2917.14, van 'n skaal van reg van 15 persent *ad valorem* of 92,5c/kg min 85 persent *ad valorem* tot vry van reg; en ftaalsuuranhidried, indeelbaar by tariefsubpos 2917.35, van 'n skaal van reg van 20 persent *ad valorem* of 120c/kg min 80 persent *ad valorem* tot vry van reg.

[RTH-verw. T5/2/6/2/1 (920465)]

(Mnr. G. S. Bester)

Applikant

Plascon Paints (Transvaal) (Edms.) Bpk., Posbus 1227, Johannesburg, 2000.

Intrekking van die kortingsfasiliteite ten opsigte van:

1. (a) Gerubberde tekstielstowwe vir die vervaardiging van meubels en vaste toebehore (item 320.01/59.06/01.04).

(b) Tekstielstowwe met plastieke geïmpregneer, bestryk, bedek of gelamelleer, vir die vervaardiging van meubels en vaste toebehore (item 320.01/59.03/01.04).

(c) Tekstielstowwe wat op 'n ander wyse geïmpregneer, bestryk of bedek is, vir die vervaardiging van meubels en vaste toebehore (item 320.01/59.03/01.04).

(d) Textile fabrics impregnated, coated, covered or laminated with plastics, for the manufacture of mattresses and similar padded, stuffed or fitted furnishings (item 320.02/59.03/01.04).

(e) Rubberised textile fabrics, for the manufacture of mattresses and similar padded, stuffed or fitted furnishings (item 320.02/59.06/01.04).

(f) Textile fabrics otherwise impregnated, coated or covered for the manufacture of mattresses and similar padded, stuffed or fitted furnishings (item 320.02/59.07/01.04).

[BTT Ref. T5/2/11/3/1 (920486)]

(Ms H. S. Claassens)

Applicant

Waes Weave Textile Mills (Pty) Ltd, P.O. Box 3994, Mandini, 4490.

2. Glyphosate-isopropylammonium [N-(phosphonomethyl) glycine] used for the manufacture of pesticides (Item 306.09/29.31/01.00).

[BTT Ref. T5/2/6/2/1 (920383)]

(Mr G. Bester)

Applicant

Monsanto (SA) (Pty) Ltd c/o Sanachem (Pty) Ltd, P.O. Box 1454, Durban, 4000.

(Note: This application supersedes the application published in List 44/92 under Notice 1051 in *Gazette* No. 14407 of 20 November 1992 and must be dealt with as a matter of urgency. Comments should reach the Board within two weeks after the date of this notice.)

General:

Amendment of the provisions under tariff subheadings 6403.51.10, 6403.59.10, 6403.91.10 and 6403.99.10 by the substitution therefor of the following:

Tariff Subheading	Description	Rate of Duty
6403.5	Other footwear with outer soles of leather:	
6403.51	Covering the ankle:	
6403.51.10	Bedroom slippers as defined in Additional Note 2 to this Chapter	30% or 30c/pr
.15	Other, of which the uppers incorporate textile fabrics or plastics or any combination thereof, sizes not exceeding 205	60% or 300c/pr
.17	Other, of which the uppers incorporate textile fabrics or plastics or any combination thereof, sizes exceeding 205	60% or 500c/pr
6403.59	Other:	
6403.59.10	Bedroom slippers as defined in Additional Note 2 to this Chapter	30% or 30c/pr

(d) Tekstielstowwe met plastieke geïmpregneer, bestryk, bedek of gelamelleer, vir die vervaardiging van matrasse en dergelike gestopte of gewatteerde ameublement of ameublement met ingeboude toerusting (item 320.02/59.03/01.04).

(e) Gerubberde tekstielstowwe vir die vervaardiging van matrasse en dergelike gestopte of gewatteerde ameublement of ameublement met ingeboude toerusting (item 320.02/59.06/01.04).

(f) Tekstielstowwe wat op 'n ander wyse geïmpregneer, bestryk, of bedek is, vir die vervaardiging van matrasse en dergelike gestopte of gewatteerde ameublement of ameublement met ingeboude toerusting (item 320.02/59.07/01.04).

[RTH-verw. T5/2/11/3/1 (920486)]

(Me. H. S. Claassens)]

Applikant

Waes Weave Textile Mills (Pty) Ltd, Posbus 3994, Mandini, 4490.

2. Glifosaat-isopropielammonium (N-(fosfonometiel) glisien) vir die vervaardiging van plaagdoders (Item 306.09/29.31/01.00).

[RTH-verw. T5/2/6/2/1 (920383)]

(Mnr. G. Bester)]

Applikant

Monsanto (SA) (Edms.) Bpk. p/a Sanachem (Edms.) Bpk., Posbus 1454, Durban, 4000.

(Opmerking: Hierdie aansoek vervang die aansoek wat in Lys 44/92 by Kennisgewing 1051 in *Staatskoerant* No. 14407 van 20 November 1992 gepubliseer is, en moet as dringend behandel word. Kommentaar daarop moet die Raad binne twee weke na die datum van hierdie kennisgewing bereik.)

Algemeen:

Wysiging van die voorsienings by tariefsubposte 6403.51.10, 6403.59.10, 6403.91.10 en 6403.99.10 deur vervanging daarvan deur die volgende:

Tarief subpos	Beskrywing	Skaal van Reg
6403.5	Ander skoeisel met buitesole van leer:	
6403.51	Wat die enkel bedek:	
6403.51.10	Kamerpantoffels soos omskryf in Addisionele Opmerking 2 by hierdie hoofstuk	30% of 30c/pr
.15	Ander waarvan bedoel tekstielstof of plastieke of enige kombinasie daarvan inkorporeer, groottes van hoogstens 205	60% of 300c/pr
.17	Ander waarvan die bodeel tekstielstof of plastieke of enige kombinasie daarvan inkorporeer groottes van meer as 205	60% of 500c/pr
6403.59	Ander:	
6403.59.10	Kamerpantoffels soos omskryf in Addisionele Opmerking 2 by hierdie hoofstuk	30% of 30c/pr

"Tariff Subheading"	Description	Rate of Duty	"Tarief subpos"	Beskrywing	Skaal van Reg
15	Other, of which the uppers incorporate textile fabrics or plastics or any combination thereof, sizes not exceeding 205	60% or 300c/pr	15	Ander waarvan die bodeel tekstielstof of plastieke of enige kombinasie daarvan inkorporeer, groottes van hoogstens 205	60% of 300c/pr
17	Other, of which the uppers incorporate textile fabrics or plastics or any combination thereof, sizes exceeding 205	60% or 500c/pr	17	Ander waarvan die bodeel tekstielstof of plastieke of enige kombinasie daarvan inkorporeer, groottes van meer as 205	60% of 500c/pr
6403.9	Other footwear:		6403.9	Ander skoeisel:	
6403.91	Covering the ankle:		6403.91	Wat die enkel bedek:	
6403.91.10	Bedroom slippers as defined in Additional Note 2 to this Chapter	30% or 30c/pr	6403.91.10	Kamerpantoffels soos omskryf in Addisionele Opmerking 2 by hierdie hoofstuk	30% of 30c/pr
15	Other, of which the uppers incorporate textile fabrics or plastics or any combination thereof, sizes not exceeding 205	60% or 300c/pr	15	Ander waarvan die bodeel tekstielstof of plastieke of enige kombinasie daarvan inkorporeer, groottes van hoogstens 205	60% of 300c/pr
17	Other, of which the uppers incorporate textile fabrics or plastics or any combination thereof, sizes exceeding 205	60% or 500c/pr	17	Ander waarvan die bodeel tekstielstof of plastieke of enige kombinasie daarvan inkorporeer, groottes van meer as 205	60% of 500c/pr
6403.99	Other:		6403.99	Ander:	
6403.99.10	Bedroom slippers as defined in Additional Note 2 to this Chapter	30% or 30c/pr	6403.99.10	Kamerpantoffels soos omskryf in Addisionele Opmerking 2 by hierdie hoofstuk	30% of 30c/pr
15	Other, of which the uppers incorporate textile fabrics or plastics or any combination thereof, sizes not exceeding 205	60% or 300c/pr	15	Ander waarvan die bodeel tekstielstof of plastieke of enige kombinasie daarvan inkorporeer, groottes van hoogstens 205	60% of 300c/pr
17	Other, of which the uppers incorporate textile fabrics or plastics or any combination thereof, sizes exceeding 205"	60% or 500c/pr	17	Ander waarvan die bodeel tekstielstof of plastieke of enige kombinasie daarvan inkorporeer, groottes van meer as 205"	60% of 500c/pr

[BTT Ref. T5/2/12/2/1 (920425 and 920424)
(Mr G. S. Bester)]

Applicant:

The Commissioner for Customs and Excise, P.O. Box X47, Pretoria, 0001.

List 1/93 was published under General Notice 15 of 8 January 1993.

(22 January 1993)

[RTH-verw. T5/2/12/2/1 (920425 en 920424)
(Mnr. G. S. Bester)]

Applikant:

Die Kommissaris van Doeane en Aksyns, Privaatsak X47, Pretoria, 0001.

Lys 1/93 is by Algemene Kennisgewing 15 van 8 Januarie 1993 gepubliseer.

(22 January 1993)

NOTICE 68 OF 1993

BOARD ON TARIFFS AND TRADE

NOTICE REGARDING THE MONITORING OF IMPORTS OF WOODEN SAFETY MATCHES FROM HONG KONG, PAKISTAN, SINGAPORE, THAILAND AND THE UNITED KINGDOM

The Board on Tariffs and Trade received a complaint alleging that imports of wooden safety matches originating in the United Kingdom, Pakistan, Thailand, Singapore and Hong Kong are being dumped, thereby causing material injury to the South African manufacturing industry.

The applicant

The complaint was lodged by the Lion Match Company, the only manufacturer of the product concerned in South Africa. The applicant alleges that increased imports at prices below the domestic manufacturing cost are causing it to lose its market share.

KENNISGEWING 68 VAN 1993

RAAD OP TARIWE EN HANDEL

KENNISGEWING INSAKE DIE MONITERING VAN INVOERE VAN VUURHOUTJIES VAN HOUT VANAF HONGKONG, PAKISTAN, SINGAPOER, THAILAND EN DIE VERENIGDE KONINKRYK

Die Raad op Tariewe en Handel het 'n klag ontvang waarin daar beweer word dat invoere van vuurhoutjies van hout afkomstig van die Verenigde Koninkryk, Pakistan, Thailand, Singapoer en Hongkong in Suid-Afrika gedump word, waardeur wesentlike skade aan die Suid-Afrikaanse vervaardigingsnywerheid berokken word.

Die applikant

Die klag is gelê deur die Lion Match Company, die enigste vervaardiger van die betrokke produk in Suid-Afrika. Die applikant beweer dat verhoogde invoere teen pryse laer as die binnelandse vervaardigingskoste veroorsaak dat hy sy markandeel verloor.

The product

The product allegedly being dumped is classifiable under tariff subheading 3605.00.00. These matches are packed in boxes, each containing 42 matches.

The allegation of dumping

The allegation of dumping is based on a comparison between the normal value in the countries of origin and free-on-board export prices to South Africa. The dumping margins determined in this way vary from 17 per cent to 30 per cent.

The allegation of injury

With regard to injury it is alleged in the complaint that no imports from the countries concerned, with the exception of Pakistan, occurred until the end of 1991. All of the above-mentioned countries began exporting to South Africa in 1992. According to the applicant, all matches from Pakistan are exported through Singapore, since Pakistan has no formal trade relations with South Africa. These imports represent and increase in the market share held by the exporters from 0 per cent in 1991 to 5 per cent in 1992, at the expense of the South African manufacturer, whose market share fell from 98,6 per cent to 93,8 per cent over the same period.

It is further alleged that the price at which the imported product is sold on the South African market is significantly lower than the price charged by the South African manufacturer.

The procedure

Having concluded that the initiation of a formal investigation into the matter is not warranted in the present circumstances, the Board decided to monitor the product in question for a period of six months from the date of publication in the *Government Gazette*.

The Board will monitor imports of wooden safety matches with regard to the volume, value and price of each individual consignment imported into South Africa during the investigation period.

The Board may decide to publish a notice of its intention to conduct a formal investigation into the matter at any stage during the investigation period if there are indications that increases in the volume of imports are such that, in the Board's opinion, material injury is being caused to the South African industry. Furthermore, the Board may institute a provisional payment at the same time as the publication of a notice of a formal investigation so as to prevent further injury during such an investigation should the severity of the injury, in the Board's opinion, merit such action.

Inquiries should be directed to Mr George Geringer at Telephone (012) 310-9815 or Telefax (012) 322-0149.

[BTT Reference (T5/1/6/1)]

(22 January 1993)

Die produk

Die produk wat na bewering gedump word, is indeelbaar by tariefsubpos 3605.00.00. Hierdie vuurhoutjies word in dosies verpak wat elk 42 vuurhoutjies bevat.

Die bewering van dumping

Die bewering van dumping is gebaseer op 'n vergelyking tussen die normale waarde in die land van oorsprong en die v.a.b.-uitvoerprys na Suid-Afrika. Die dumpingmarges op hierdie manier bereken, wissel van 17 persent tot 30 persent.

Die bewering van skade

Met betrekking tot skade word in die klagte beweer dat geen invoer vanaf bogenoemde lande, met die uitsondering van Pakistan, tot die einde van 1991 plaasgevind het nie. Al bogenoemde lande het in 1992 na Suid-Afrika begin uitvoer. Volgens die applikant word alle vuurhoutjies vanaf Pakistan deur Singapoer uitgevoer omdat Pakistan geen formele handelsbetrekking met Suid-Afrika het nie. Hierdie invoere verteenwoordig 'n styging in die uitvoerders se marktaandeel van 0 persent in 1991 tot 5 persent in 1992, ten koste van die Suid-Afrikaanse vervaardiger wie se marktaandeel in dieselfde tydperk van 98,6 tot 93,8 persent gedaal het.

Verder word ook beweer dat die prys waarteen die ingevoerde produk op die Suid-Afrikaanse mark verkoop word, wesentlike laer is as die prys wat deur die Suid-Afrikaanse vervaardiger gevra word.

Die prosedure

Nadat bevind is dat die inisiëring van 'n formele ondersoek na die aangeleentheid nie onder die huidige omstandighede geregverdig is nie, het die Raad besluit om die betrokke produk vir 'n tydperk van ses maande vanaf die datum van publikasie in die *Staatskoerant* te monitor.

Die Raad sal die invoer van vuurhoutjies monitor betreffende die hoeveelheid, waarde en prys van elke afsonderlike vraag wat gedurende die ondersoektydperk na Suid-Afrika ingevoer word.

Die Raad mag ook besluit om in enige stadium van die ondersoektydperk sy voorneme om 'n formele ondersoek na die aangeleentheid te doen, te publiseer sodra daar aanduidings is dat die volume van die invoere sodanig toeneem het dat na die Raad se oordeel wesentlike skade aan die Suid-Afrikaanse bedryf berokken word. Verder mag die Raad 'n voorlopige betaling gelyktydig met die publikasie van 'n kennisgewing van 'n formele ondersoek instel om verdere skade tydens sodanige ondersoek te voorkom, sou die ernstigheid van die skade, na die Raad se oordeel, sodanige optrede regverdig.

Navrae moet gerig word aan mnr. George Geringer by Telefoon (012) 310-9815 of Telefaks (012) 322-0149.

[RTH-verwysing (T5/1/6/1)]

22 Januarie 1993)

NOTICE 69 OF 1993**BOARD ON TARIFFS AND TRADE**

AMENDMENT OF NOTICE 970 OF 1992 REGARDING THE INITIATION OF AN INVESTIGATION INTO THE ALLEGED DUMPING OF ACETAMINOPHENOL ORIGINATING IN THE PEOPLE'S REPUBLIC OF CHINA, INDIA AND HONG KONG, TO INCLUDE IMPORTS OF ACETAMINOPHENOL FROM SINGAPORE

The Board on Tariffs and Trade received a complaint alleging that imports of acetaminophenol, originating in the People's Republic of China, India and Hong Kong were dumped, thereby causing material injury to the South African industry.

In *Government Gazette* No. 14358 of 30 October 1992, Notice No. 970, the Board gave notice that it intended to investigate the complaint. In the course of the investigation the Board found that the product was also being imported from Singapore at alleged dumped prices. Consequently, to include Singapore, the Board hereby gives notice that it will extend its investigation into the alleged dumping of acetaminophenol to include shipments from Singapore.

Enquiries may directed to the Investigating Officer, Mr F. C. Dubbelman, at Telephone (012) 310-9818.

(22 January 1993)

NOTICE 70 OF 1993**BOARD ON TARIFFS AND TRADE**

NOTICE OF INITIATION OF AN INVESTIGATION INTO THE ALLEGED DUMPING OF CLAY PIGEON TARGETS IMPORTED FROM OR ORIGINATING IN LA PORTE IN FRANCE

The Board on Tariffs and Trade received a complaint alleging that imports of clay pigeon targets imported from or originating in La Porte in France are being dumped in South Africa, causing material injury to the South African manufacturing industry.

The applicant

The complaint was lodged by Tru-Flite Targets CC, the only manufacturer of the product concerned in South Africa. The applicant alleges that Tru-Flite is losing its market share owing to increased volumes of imports of clay pigeon targets at prices below the domestic manufacturing cost.

The product

The products allegedly being dumped are classifiable under tariff subheading 9506.99.90 and can be described as clay pigeon targets.

The allegation of dumping

There is a possibility that clay pigeon targets are being exported to South Africa at an export price lower than the price at which similar goods are being sold in the ordinary course of trade in France for consumption there.

KENNISGEWING 69 VAN 1993**RAAD OP TARIWE EN HANDEL**

WYSIGING VAN KENNISGEWING 970 VAN 1992 INSAKE DIE AANVANG VAN 'N ONDERSOEK NA DIE BEWEERDE DUMPING VAN ASETAMINOFENOL, AFKOMSTIG VAN DIE VOLKSREPUBLIC SJINA, INDIË EN HONGKONG, OM INVOER VAN ASETAMINOFENOL VANAF SINGAPOER IN TE SLUIT

Die Raad op Tariewe en Handel het 'n klag ontvang waarin beweer word dat asetaminofenol, afkomstig van die Volksrepubliek Sjina, Indië en Hongkong, gedump word en sodoende wesentlike skade aan die Suid-Afrikaanse bedryf berokken.

In *Staatskoerant* No. 14358 van 30 Oktober 1992, Kennisgewing No. 970, het die Raad kennis gegee dat hy van voorneme is om die klagte te ondersoek. In die loop van die ondersoek het die Raad bevind dat die produk ook vanaf Singapoer teen beweerde gedumpte pryse ingevoer word. Gevolglik gee die Raad hiermee kennis dat hy sy ondersoek uitbrei om die beweerde dumping van besendings asetaminofenol vanaf Singapoer in te sluit.

Navrae kan gerig word aan die Onderzoekbeampte, mnr. F. C. Dubbelman, by Telefoon (012) 310-9818.

(22 Januarie 1993)

KENNISGEWING 70 VAN 1993**RAAD OP TARIWE EN HANDEL**

KENNISGEWING INSAKE DIE AANVANG VAN 'N ONDERSOEK NA DIE BEWEERDE DUMPING VAN KLEIDUIFTEIKENS INGEVOER UIT OF AFKOMSTIG VAN LA PORTE IN FRANKRYK

Die Raad op Tariewe en Handel het 'n klag ontvang waarin daar beweer word dat invoere van kleiduiftekens ingevoer vanaf of afkomstig van La Porte in Frankryk in Suid-Afrika gedump word, waardeur wesentlike skade aan die Suid-Afrikaanse vervaardigingsnywerheid berokken word.

Die applikant

Die klag is gelê deur Tru-Flite Targets BK, die enigste vervaardiger van die betrokke produkte in Suid-Afrika. Die applikant beweer dat Tru-Flite sy marktaandeel verloor omdat kleiduiftekens in toeneemende hoeveelhede teen pryse laer as die binnelandse vervaardigingskoste ingevoer word.

Die produk

Die produkte wat na bewering gedump word, is indeelbaar by tariefsubpos 9506.99.90 en kan beskryf word as kleiduiftekens.

Die bewering van dumping

Die moontlikheid bestaan dat kleiduiftekens na Suid-Afrika uitgevoer word teen 'n uitvoerprys laer as die prys waarteen soortgelyke goedere verkoop word in die gewone loop van die handel in Frankryk vir verbruik aldaar.

The allegation of injury

With regard to injury an analysis of the development of the volume of imports indicated that one container containing 195 552 clay pigeon targets was imported in 1992. The total South African market for this kind of clay pigeon target is 732 000. The targets that were imported represent 27 per cent of the total South African market.

The procedure

Having decided that there is sufficient evidence to warrant an anti-dumping investigation, the Board accepted the complaint and commenced the investigation. The Board will endeavour to determine whether imports from France can be regarded as being dumped in terms of section 1 (b) of the Board of Trade and Industry Amendment Act, 1992 (Act No. 60 of 1992), whether such alleged dumped imports are causing or are threatening to cause material injury to the domestic industry and whether it would be in the public interest to impose anti-dumping duties on the imports in question. Interested parties may make their views known in writing, in particular by replying to the questionnaire addressed to the parties known to be concerned, and by providing supporting evidence.

Furthermore, the Board is willing to hear parties who so request when they submit their comments, provided they can show that they are likely to be affected by the outcome of the investigation.

Time limit

Any information relating to the matter, any arguments concerning the allegation of dumping and injury resulting therefrom, and any request to be heard by the Board should be sent in writing to the Chairman, Board on Tariffs and Trade, Private Bag X753, Pretoria, 0001, to reach the Board not later than 37 days after the date of publication of the official notice or in the case of parties known by the Board to be concerned, the date on which the letter accompanying the above-mentioned questionnaire is received, whichever date is the later. Any party who has not received a questionnaire may request a copy direct from the Board.

If the necessary information and arguments are not submitted to the Board in a suitable form by the above deadline, the Board may make preliminary or final findings on the basis of the facts available.

Enquiries should be directed to Mr George Geringer at Telephone (012) 310-9815 or Telefax (012) 322-0149.

(BTT Reference T5/2/15/2/3)

(22 January 1993)

NOTICE 71 OF 1993**AUCTION****SALE OF LAND**

The South African Roads Board (SARB) will sell the following property "voetstoots" by public auction on Thursday, 28 January 1993 at 10:00:

Die bewering van skade

Met betrekking tot skade het 'n analise van die ontwikkeling van die volume die invoere getoon dat een houer wat 195 552 kleiduipteikens bevat het, in 1992 ingevoer is. Die totale Suid-Afrikaanse mark vir dieselfde soort kleiduipteikens is 732 000. Die teikens wat ingevoer is, verteenwoordig dus 27 persent van die totale Suid-Afrikaanse mark.

Die prosedure

Nadat besluit is dat daar voldoende bewyse bestaan om 'n ondersoek na dumping te regverdig, het die Raad die aansoek aanvaar en met die ondersoek begin. Die Raad sal poog om te bepaal of die invoer uit Frankryk ingevolge artikel 1 (a) van die Wysigingswet op die Raad op Tariewe en Handel, 1992 (Wet No. 60 van 1992), as dumping beskou kan word, of die betrokke nywerheid wesentlike skade, of die bedreiging van skade, ondervind as gevolg van die beweerde gedumpte goedere en of dit in die openbare belang is om antidumpingregte op die betrokke invoere te hef. Belanghebbende partye word versoek om skriftelik kommentaar te lewer, spesifiek deur op die vraelys gerig aan die partye wat geraak word, te reageer en deur stawende inligting te verskaf. Verder is die Raad bereid om partye wat dit versoek wanneer hulle hul kommentaar indien, aan te hoor, mits hulle kan bewys dat die uitslag van die ondersoek hulle kan beïnvloed.

Die tydsbeperking

Enige inligting met betrekking tot die saak, enige argumente betreffende die bewering van dumping en skade voortspruitend daaruit en enige versoek om deur die Raad aangehoor te word moet skriftelik gerig word aan die Voorsitter, Raad op Tariewe en Handel, Privaat Sak X753, Pretoria, 0001, en moet die Raad bereik nie later nie as 37 dae na die publikasie van die amptelike kennisgewing of, ten opsigte van belanghebbende partye waarvan die Raad bewus is, die datum waarop die brief wat bogenoemde vraelys vergesel, naamlik die jongste datum, ontvang word. Enige instansie wat nie 'n vraelys ontvang nie, kan 'n kopie direk van die Raad aanvra.

Indien die nodige inligting en redenerings nie in 'n gepaste vorm aan die Raad voorgelê is voor die sluitingsdatum nie, kan die Raad voorlopige of finale bevindinge maak gebaseer op die beskikbare feite.

Navrae moet gerig word aan mnr. George Geringer by Telefoon (012) 310-9815 of Telefaks (012) 322-0149.

(RTH-Verwysing T5/2/15/2/3)

(22 Januarie 1993)

KENNISGEWING 71 VAN 1993**VEILING****VERKOOP VAN GROND**

Die Suid-Afrikaanse Padraad (SAPR) sal die volgende eiendom voetstoots met alle verbeterings per publieke veiling op 28 Januarie 1993 om 10:00 verkoop:

Lot 320, Assagay, measuring 16,229 hectares.

Ten per cent (10%) of the purchase price will be payable on the day of the auction. Only bank-guaranteed cheques will be accepted. The auction will be held at the house on the property. The SARB is not obliged to accept the highest or any other bid. Conditions and further information is obtainable from Mr H. J. van der Merwe at Telephone (012) 290-2658.

H. J. van der Merwe
for Director-General: Transport
P.O. Box 415
PRETORIA
0001.

(N10/3/1/237/337)

(22 January 1993)

Perseel 320, Assagay, groot 16,229 hektaar.

Tien persent (10%) van die koopprys sal op die dag van die veiling betaalbaar wees. Slegs bankgewaarborgde tjeks sal aanvaar word. Die veiling word op die eiendom gehou. Die SAPR is nie verplig om enige of die hoogste aanbod te aanvaar nie.

Voorwaardes en verdere inligting kan van mnr. H. J. van der Merwe verkry word by Telefoon (012) 290-2658.

H. J. van der Merwe
namens Direkteur-generaal: Vervoer
Posbus 415
PRETORIA
0001.

(N10/3/1/237/337)

(22 Januarie 1993)

THE LAW SOCIETY OF THE CAPE OF GOOD HOPE

AMENDMENT OF THE RULES

It is hereby notified that the subjoined amendments to the rules framed in terms of section 21 (1) of Act No. 41 of 1975 [now section 74 (1) of Act No. 53 of 1979] by the the Council of the Law Society of the Cape of Good Hope were agreed to by the majority of the members of the Society present or represented at the Annual General Meeting of the Society held at the Fish River Sun, Ciskei, on 22 and 23 October 1991 and at the Special General Meeting held at Somerset West on 24 February 1992 and have in terms of section 74 (2) of Act No. 53 of 1979 been approved by the Chief Justice of South Africa in consultation with the Judges President of the Cape of Good Hope Provincial Division, Eastern Cape Division and Northern Cape Division of the Supreme Court of South Africa,

C. F. POHL,
President.

1. That Rule 3.3.15 be repealed.
2. That the first four lines of the English version of Rule 14.14 be deleted and replaced by:
"14.14 Printing on the letterheads of his firm, or any other papers or nameplates or signs on which his legal qualifications of attorney, notary or conveyancer appear, of any other qualification or any appointment he may hold or any occupation he may follow other than the following:"
3. That the following subrule be inserted immediately after Rule 14.14.9:
"14.14.10 a specified area of work undertaken by him as practising practitioner which is not specially reserved to practising practitioners by law."
4. That the following rule be inserted immediately after Rule 18:

19. Accreditation of Law Clinics

Any law clinic which seeks recognition as a law clinic for the purposes of the Act and these Rules shall comply with the following requirements:

- 19.1 The clinic shall be properly constituted, organised and controlled to the satisfaction of the Council, either as part of the Faculty of Law at a university in the Republic or as a law centre controlled by a non-profit making organisation.

DIE WETSGENOOTSKAP VAN DIE KAAP DIE GOEIE HOOP

WYSIGING VAN DIE REËLS

Hiermee word kennis gegee dat die volgende wysigings in die reëls opgestel kragtens artikel 21 (1) van Wet No. 41 van 1975 [nou artikel 74 (1) van Wet No. 53 van 1979] deur die Raad van die Wetsgenootskap van die Kaap die Goeie Hoop aangeneem is deur die meerderheid lede van die Genootskap teenwoordig of verteenwoordig op die Algemene Jaarvergadering van die Genootskap gehou te die Fish River Sun, Ciskei, op 22 en 23 Oktober 1991 asook op die Spesiale Algemene Vergadering gehou te Somerset-Wes op 24 Februarie 1992, en goedgekeur is in terme van artikel 74 (2) van Wet No. 53 van 1979 deur die Hoofregter van Suid-Afrika in oorleg met die Regterspresident van die Kaap die Goeie Hoop Provinsiale Afdeling, die Oos-Kaapse Afdeling en die Noord-Kaapse Afdeling van die Hooggeregshof van Suid-Afrika.

C. F. POHL,
President.

- 19.2 The clinic must provide legal services to the public.
- 19.3 The legal services provided by the clinic must be rendered free of charge, direct or indirect, to the recipient of those services, provided that—
 - 19.3.1 the clinic may recover from the recipient of its services any amounts actually disbursed by it on behalf of the recipient;
 - 19.3.2 where the clinic acts for the successful litigant in litigation, the clinic will be entitled to take cession from such litigant of any order for costs awarded in favour of the litigant and the recover those costs for its own account.
- 19.4 The services may be rendered only to persons who, in the opinion of the Council, would not otherwise be able to afford them.
- 19.5 The clinic may not undertake work in connection with the drawing up of a will or other testamentary writing, the administration or liquidation or distribution of the estate of any deceased or insolvent person, mentally ill person or any person under any other legal disability, or the judicial management or the liquidation of a company, nor in relation to the transfer or mortgaging of immovable property, nor in relation to the lodging or processing of claims under the Multilateral Motor Vehicle Accidents Act, 1989, or any amendment thereof, or litigation in regard to matrimonial disputes.
- 19.6 The name under which the clinic is to carry on its activities, and the letterheads and other stationery of the clinic, shall require the prior approval of the Council.
- 19.7 Attorneys in the employ of the clinic may be remunerated only by way of salary payable by the clinic or by the organisation to which it is attached.
- 19.8 If an attorney in the full-time employment of a clinic wishes to engage a candidate attorney under articles of clerkship he may do so only if—
 - 19.8.1 the candidate attorney is to be under his direct personal supervision or under the direct personal supervision of another attorney who is a member of the professional staff of the clinic;
 - 19.8.2 such attorney is a declared member of the Society;
 - 19.8.3 the clinics is open for business during normal office hours for not less than 11 months in any year;
 - 19.8.4 the clinic has proper office systems with telephones, typing facilities, files and filing procedures, a diary system and at least elementary library facilities;
 - 19.8.5 the clinic has a proper bookkeeping system and accounting procedures.
 - 19.8.6 the clinic handles a reasonably wide range of work to give the candidate attorney exposure to the kind of problems that a newly qualified attorney would expect to encounter and be able to handle competently during his first year of practice. The Council shall have the right to direct the clinic to require the candidate attorney to attend a training course approved by the Council in areas of practice which, in the opinion of the Council, are not adequately dealt with by the clinic.

1. Dat Reël 3.3.15 herroep word.

2. Dat die eerste vier reëls in die Engelse weergawe van Reël 14.14 deurgehaal word en met die volgende vervang word:

"14.14 Printing on the letterheads of his firm, or any other papers or nameplates or signs on which his legal qualifications of attorney, notary or conveyancer appear, of any other qualification or any appointment he may hold or any occupation he may follow other than the following:"

3. Dat die volgende subreël onmiddellik na subreël 14.14.9 bygevoeg word:

"14.14.10 'n spesifieke werkgebied wat deur hom as praktiserende praktisyn onderneem word en wat nie kragtens wet spesiaal vir praktiserende praktisyns voorbehou word nie."

4. Dat die volgende Reël onmiddellik na Reël 18 bygevoeg word.

19. Akkreditering van Regsklinieke

Enige regskliniek wat erkenning as 'n regskliniek vir die doelindes van hierdie Wet en hierdie Reëls verlang moet aan die volgende vereistes voldoen:

- 19.1 Die kliniek moet behoorlik gekonstitueer, georganiseer en beheer word tot bevrediging van die Raad óf as deel van die Regsfakulteit by 'n universiteit in die Republiek óf as a regssentrum wat deur 'n nie-winsgewende organisasie beheer word.
- 19.2 Die kliniek moet regsdienste aan die publiek verskaf.
- 19.3 Die regsdienste deur die kliniek verskaf moet sonder koste, direk of indirek aan die ontvanger van sodanige dienste gelewer word, met dien verstande dat—
 - 19.3.1 die kliniek van die ontvanger van sy dienste enige bedrae kan verhaal wat werklik deur die kliniek namens die ontvanger uitbetaal is;
 - 19.3.2 indien die kliniek namens 'n suksesvolle litigant in litigasie optree, die kliniek geregtig is om sessie van sodanige litigant te neem van enige bevel vir koste ten gunste van die litigant toegeken en om sodanige koste vir sy eie rekening te verhaal.
- 19.4 Die dienste mag alleenlik aan persone gelewer word wat volgens die Raad se mening dit andersins nie sou kon beskostig nie.
- 19.5 Die kliniek mag nie werk onderneem nie in verband met die opstel van 'n testament of ander testamentêre geskrif, die administrasie of likwidasie of verdeling van die boedel van enige bestorwe of insolvente persoon, geestesongestelde persoon of enige handelingsonbevoegde persoon of die geregtelike bestuur of die likwidasie van 'n maatskappy, ook nie in verband met die oordrag of verpanding van onroerende goedere, ook nie in verband met die indiening of prosessering van eise kragtens die Multilaterale Motorvoertuig Ongelukkefondswet, 1989, of enige wysiging daarvan, of litigasie in verband met huweliks-aangeleenthede.
- 19.6 Die naam waaronder die kliniek sake doen en die briewe hoofde en ander skryfware van die kliniek moet vooraf deur die Raad goedgekeur word.
- 19.7 Prokureurs in diens van die kliniek mag alleenlik besoldig word by wyse van salaris deur die kliniek betaalbaar of deur die organisasie waaraan dit verbonde is.
- 19.8 Indien 'n prokureur in die voltydse diens van 'n kliniek 'n kandidaat-prokureur kragtens 'n leerkontrak wil aanstel, kan hy dit doen alleenlik indien —
 - 19.8.1 die kandidaat-prokureur onder sy direkte persoonlike toesig gaan wees of onder die direkte persoonlike toesig van 'n ander prokureur wat 'n lid van die professionele personeel van die kliniek is;
 - 19.8.2 sodanige prokureur 'n verklaarde lid van die Genootskap is;
 - 19.8.3 die kliniek vir sake oop is gedurende normale kantoorure vir nie minder nie as 11 maande in enige jaar;
 - 19.8.4 die kliniek oor behoorlike kantoorstelsels met telefone, tikfasiliteite, lêers en liasseringstelsels, 'n dagboekstelsel en ten minste elementêre biblioteekfasiliteite beskik;
 - 19.8.5 die kliniek oor 'n behoorlike boekhoustelsel en rekeningkundige prosedures beskik;
 - 19.8.6 die kliniek 'n redelike wye werksveld dek om die kandidaatprokureur bloot te stel aan die tipe probleme wat 'n nuutgekwalfiseerde prokureur gedurende sy eerste jaar as prokureur kan teekom en om dit op bekwame wyse gedurende sy eerste jaar as prokureur te kan hanteer. Die Raad is geregtig om die kliniek te gelas om van die kandidaat-prokureur te vereis dat hy 'n opleidingskursus deur die Raad goedgekeur bywoon ten opsigte van praktykvelde wat na mening van die Raad nie voldoende deur die kliniek gedek word nie.

BOARD NOTICES**BOARD NOTICE 10 OF 1993****BLYTHEDALE BEACH HEALTH COMMITTEE**

REGULATIONS IN TERMS OF SECTION 10 OF THE SEA-SHORE ACT, 1935 (ACT No. 21 OF 1935)

The Administrator of the Province of Natal, has under section 10 (1) of the Sea-Shore Act, 1935 (Act No. 21 of 1935), approved the regulations contained in the Schedule, made by the Blythedale Beach Health Committee.

SCHEDULE

1. In these regulations any word or expression to which a meaning has been assigned in the Act shall bear that meaning, and unless the context otherwise indicates—

“**area of jurisdiction**” means the area defined by the Administrator by proclamation in the *Official Gazette* of the Province of Natal as the area in which the Blythedale Beach Health Committee has jurisdiction and includes the sea-shore situate within such area of jurisdiction;

“**Committee**” means the Blythedale Beach Health Committee;

“**the Act**” means the Sea-Shore Act, 1935 (Act No. 21 of 1935); and

“**vehicle**” has the meaning assigned to it in section 1 of the Road Traffic Act, 1989 (Act No. 29 of 1989).

2. (1) No person shall, except on the authority of a permit referred to in subregulation (2) use any vehicle on that portion of the sea-shore that is situated within the area of jurisdiction of the Committee.

(2) A permit contemplated in subregulation (1) may be issued by the Committee on application by any person for the issue of a permit, to the Secretary of the Committee at the office of the Committee or in writing to P.O. Box 224, Stanger, 4450, and against the simultaneous payment of an annual amount of R75 with such application.

(3) Any person who contravenes or fails to comply with these regulations shall be guilty of an offence and liable on conviction to a fine not exceeding R500 or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

(22 January 1993)

BOARD NOTICE 11 OF 1993**FINANCIAL SERVICES BOARD**

STOCK EXCHANGES CONTROL ACT
(No. 1 OF 1985)

NOTICE REGARDING THE WITHDRAWAL OF APPROVAL

It is hereby notified that the approval of Bilrich Mining and Industrial CC, a closed corporation with head office at 119 Russel Road, Port Elizabeth, in terms of section 4 (1) (f) of the Stock Exchanges Control Act, 1985, to act as a portfolio manager, has been withdrawn on 19 November 1992.

(22 January 1993)

RAADSKENNISGEWINGS**RAADSKENNISGEWING 10 VAN 1993****BLYTHEDALESTRAND GESONDHEIDSKOMITEE**

REGULASIES INGEVOLGE ARTIKEL 10 VAN DIE STRANDWET, 1935 (WET No. 21 VAN 1935)

Die Administrateur van die provinsie Natal het kragtens artikel 10 (1) van die Strandwet, 1935 (Wet No. 21 van 1935), die regulasies in die Bylae, soos aangeneem deur die Blythedalestrand Gesondheidskomitee, goedgekeur.

BYLAE

1. In hierdie regulasies het enige woord of uitdrukking waaraan 'n betekenis in die Wet toegewys word, daardie betekenis en tensy die samehang anders aandui, beteken—

“**die Wet**” die Strandwet, 1935 (Wet No. 21 van 1935);

“**Komitee**” die Blythedalestrand Gesondheidskomitee;

“**regsgebied**” die gebied wat deur die Administrateur omskryf word by proklamasie in die *Offisiële Koerant* van die provinsie Natal as die gebied waarvoor die Blythedalestrand Gesondheidskomitee regsbevoegdheid het en sluit die strand wat binne sodanige regsgebied geleë is in; en

“**voertuig**” dit wat in artikel 1 van die Padverkeerswet, 1989 (Wet No. 29 van 1989), daaraan toegewys word.

2. (1) Niemand mag, behalwe kragtens die magtiging van 'n permit in subregulasie (2) bedoel, 'n voertuig op daardie gedeelte van die strand gebruik wat binne die regsgebied van die Komitee geleë is nie.

(2) 'n Permit soos in subregulasie (1) bedoel, kan deur die Komitee uitgereik word aan enigeen wat om die uitreiking van 'n permit aansoek doen by die Sekretaris van die Komitee by die kantoor van die Komitee of skriftelik by Posbus 224, Stanger, 4450, en teen die gelyktydige betaling van 'n jaarlikse bedrag van R75 tesame met sodanige aansoek.

(3) Enigeen wat hierdie regulasies oortree of versuim om daaraan te voldoen, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R500 of met gevangenisstraf vir 'n tydperk van hoogstens een jaar met of sowel sodanige boete as sodanige gevangenisstraf.

(22 Januarie 1993)

RAADSKENNISGEWING 11 VAN 1993**RAAD OP FINANSIËLE DIENSTE**

WET OP BEHEER VAN EFFEKTEBEURSE
(No. 1 VAN 1985)

KENNISGEWING BETREFFENDE TERUGTREK-KING VAN GOEDKEURING

Hierby word bekendgemaak dat die goedkeuring van Bilrich Mining and Industrial CC, 'n beslote korporasie met hoofkantoor te Russelstraat 119, Port Elizabeth, ingevolge artikel 4 (1) (f) van die Wet op Beheer van Effektebeurse, 1985, om as portefeuljebestuurder op te tree, op 19 November 1992 teruggetrek is.

(22 Januarie 1993)

THE GOVERNMENT PRINTER

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RP REPORTS

- RP 82/1992** — Report of the Auditor-General on the Accounts of the Banana Board for the financial year 1 July 1989 to 30 June 1990. ISBN 0-621-14489-4. Local **R2,28**; other countries **R2,60**.
- RP 83/1992** — Report of the Auditor-General on the Accounts of the Potato Board for the financial year 1 January 1990 to 31 December 1990. ISBN 0-621-14488-6. Local **R2,11**; other countries **R2,40**.
- RP 92/1992** — Report of the Auditor-General on the Accounts of the Canning Fruit Board for the financial year 1 October 1990 to 30 September 1991. ISBN 0-621-14534-3. Local **R2,34**; other countries **R2,70**.
- RP 93/1992** — Report of the Auditor-General on the Accounts of the Canning Fruit Board for the financial year 1 October 1989 to 30 September 1990. ISBN 0-621-14506-8. Local **R2,09**; other countries **R2,40**.
- RP 106/1992** — Report of the Auditor-General on the Accounts of the Tobacco Board for the financial year 1 April 1990 to 31 March 1991. ISBN 0-621-14554-8. Local **R1,87**; other countries **R2,15**.
- RP 114/1992** — Report of the Auditor-General on the Accounts of the Provincial Administration, Orange Free State for 1990-1991 and Supplementary Report for 1989-1990. ISBN 0-621-14585-8. Local **R27,74**; other countries **R31,55**.
- RP 115/1992** — Report of the Auditor-General on the Accounts of the Goldfields Regional Services Council for the period 1 June 1989 to 30 June 1991. ISBN 0-621-14592-0. Local **R2,64**; other countries **R3,00**.
- RP 119/1992** — "Eerste Verslag van die Kommissie van Ondersoek na die 1986-onluste en Beweerde Wanbestuur in KwaNdebele. Verslag aan die Staatspresident". Vol. 1 tot 4 (Stel). ISBN 0-621-14598X (Vol. 1). ISBN 0-621-14602-1 (Stel). Local **R53,23**; other countries **R60,50**.
- RP 120/1992** — "Tweede Verslag van die Kommissie van Ondersoek na die 1986-onluste en Beweerde Wanbestuur in KwaNdebele. Verslag aan die Staatspresident". Vol. 1 tot 5 (Stel). ISBN 0-621-14603X (Vol. 1). ISBN 0-621-14608-0 (Stel). Local **R59,52**; other countries **R67,65**.
- RP 121/1992** — Report of the Auditor-General on the Accounts of the Dairy Board for the financial year 1 March 1990 to 28 February 1991. ISBN 0-621-14611-0. Local **R2,31**; other countries **R2,60**.
- RP 122/1992** — Report of the Auditor-General on the Accounts of the Oilseeds Board for the financial year 1 June 1990 to 31 May 1991. ISBN 0-621-14612-9. Local **R2,86**; other countries **R3,25**.
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- RP 134/1992** — "Eerste Gedeeltelike Verslag van die Kommissie van Ondersoek na die Besteding van die Lebowa-inkomstefonds en Beweerde Wanbestuur in Lebowa. Vol. 1 tot 6 + Bylae 1 tot Hoofstuk 3. (Stel)". ISBN 0-621-14633-1. Local **R54,33**; other countries **R61,75**.

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- RP 120/1992** — Tweede Verslag van die Kommissie van Ondersoek na die 1986-onluste en Beweerde Wanbestuur in KwaNdebele. Verslag aan die Staatspresident. Volume 1 tot 5 (Stel). ISBN 0-621-14603X (Vol. 1). ISBN 0-621-14608-0 (Stel). Plaaslik **R59,52**; buitelands **R67,65**.
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Patent Journal (including Trade Marks, Designs and Copyright in Cinematograph Films). Vol. 25, November 1992, No. 11. ISSN 0-031-286X. Local **R1,10**; other countries **R1,25**.

Bound Volumes of the *Government Gazette* for June 1992 (Part A and B). Local **R52,80** (per part); other countries **R60,00** (per part).

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(Printed from 1 November to 30 November 1992)

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2928—Durban	September 1992
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Aeronautical	
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Patentjoernaal (insluitende Handelsmerke, Modelle en Outeursreg in Rolprente). Vol. 25, November 1992, No. 11. ISSN 0-031-286X. Plaaslik **R1,10**; buitelands **R1,25**.

Gebindele dele van die *Staatskoerant* vir Junie 1992 (Deel A en B). Plaaslik **R52,80** (per deel); buitelands **R60,00** (per deel).

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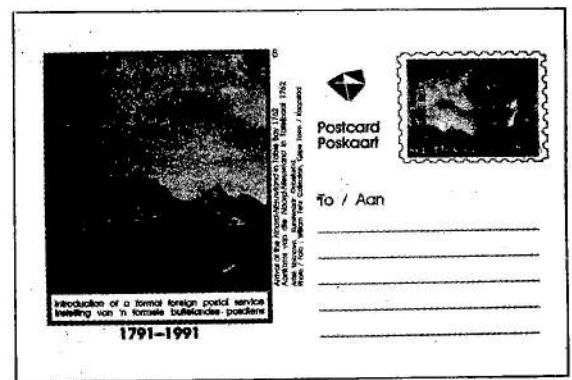
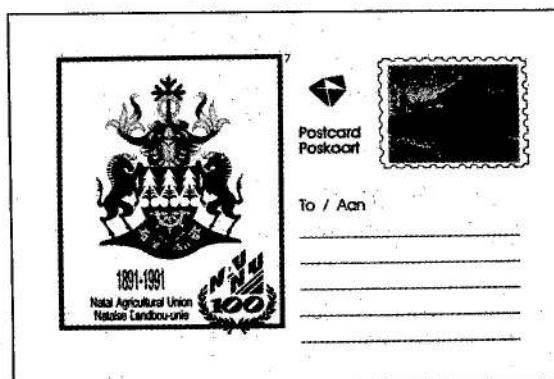
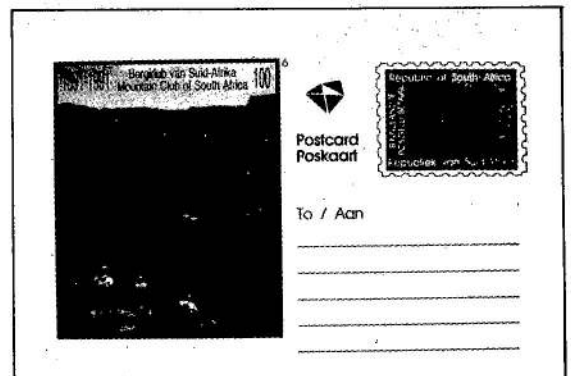
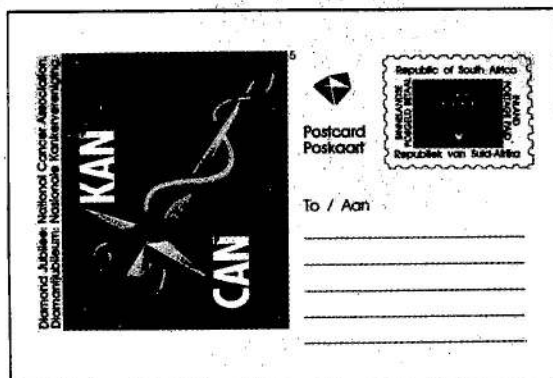
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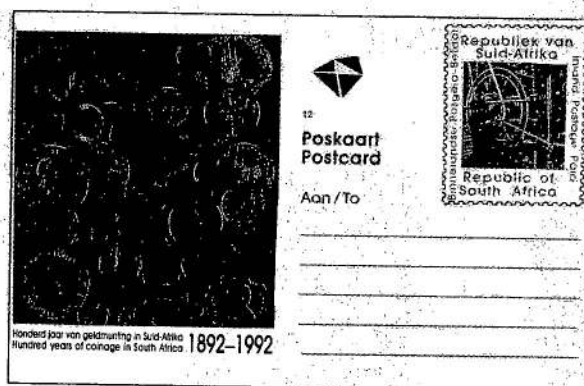
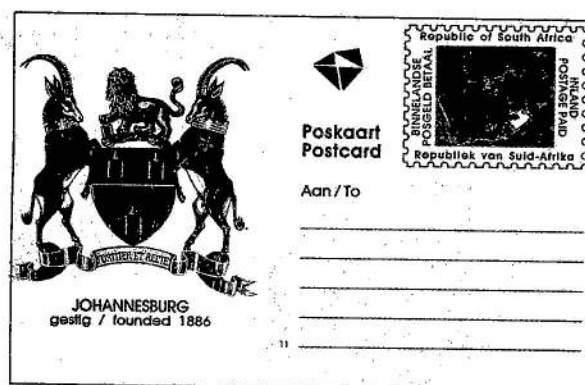
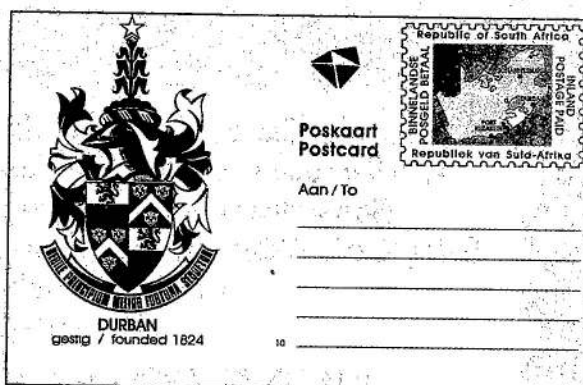
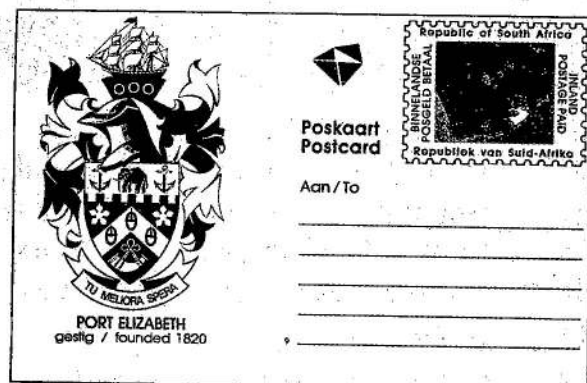
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